



LAGOON MARINA
L. J. Guys Marina N. V.
33-35 Wellington Road, Cole Bay
St. Maarten | Tel/Fax: +1721 544 2611

How did you find our marina _____

Owners Name: _____

Address/ email address _____

Tel No Home: _____ Business: _____

Vessel Name: _____ Home Port: _____

Captain/Agent: _____ Reg.No: _____

Type/Builder: _____ Beam: _____

Length: _____ Slip No: _____

Draft: _____

Rates: Daily _____ Weekly _____

Monthly _____ Annual _____

Power _____ per kw Water _____

Security Deposit \$ _____

Rates High Season (November till end of May):

Max. 1 month dockage, there after weekly rates, except for tenants with yearly contracts.

Long term, monthly rates, for yearly contracts 20% discount.

Paid in advance 10% over discounted rate.

Rates Monohull:

Month: \$ 12.50 - per foot

Week: \$ 05.00 - per foot

Day: \$ 01.25 - per foot

Rates Multihull:

Month: \$ 18.50 - per foot

Week: \$ 07.50 - per foot

Day: \$ 01.85 - per foot

Non Rafters are charged an additional 50% more of the above mentioned rates.

Weekly and Monthly fees to be paid in advance.

Reservations:

Require 1/3 deposit at the time of booking. Cancellation of booking more than 72 hours in advance of arrival is subject to a 10% fee.

Any cancellation less than 72 hours before projected arrival is subject to normal Slip fees, for those days slip was held available, to a max. of three days.

After three days the reservation will be automatically cancelled.

Tenancy is subject to the following conditions.



CONDITIONS

1. All vessels are berthed, moored or moved at the sole risk of the Owner. It is the Owners' responsibility to insure their vessels against all risks including peril or storm damage. All and any cost of salvage against a vessel, which sinks at the dock, will be paid by the Owner.
2. At our discretion we reserve the right to move any vessel for its safety, or for normal Marina operations.
3. All persons using any part of the premises and/or facilities for what so ever purpose and whether by invitation or otherwise do so at there own risk. No Owner shall make any claim against the marina, its affiliates, servants ,agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any use of recreational or service facilities.
4. The Owner will ensure that the vessel is adequately secured in a proper seamanlike manner, moored with care and in such a manner that will not cause danger to any person or vessel or moorings or property.
5. All persons are required to keep the dock tidy, all garbage is to be placed in plastic bags and disposed in trash receptacles supplied for that purpose. Garbage container in the laundry must never be used for this purpose. All personal property must be kept on owners' vessel. Laundry must not be hung on vessels, docks, finger piers. Please use laundry and dryers provided. No fishing from dock or vessel allowed. The discharging of firearms, flares or fireworks is prohibited within the Marina and common area. No motorcycles or mopeds are permitted on the dock, but must be confined to the driveway and parking areas. Bicycle riding, skate-boarding, and roller skating are prohibited within the Marina.
6. In the event of a storm or hurricane all vessels must leave the dock, unless agreed different in advance. Third party liability insurance can be requested. Marina reserves the right to move or evacuate any unattended vessel at owners' sole risk and expense. Owner shall be responsible for any losses, damages or expenses incurred by the Marina as a result of Owner's failure to comply with any such request.
7. The Owner and/or master of a vessel shall ensure that all mooring lines and electrical power leads from the dock to the vessel are correctly secured to prevent chafe and all water and power lines shall be kept out of the water.
8. The Owner or his representative indemnifies and holds the Marina free of all liability, loss, cost, suit claim or theft arising while berthed at the Marina or on the property.
9. Noise shall be kept to a minimum at all times and no Owner shall operate or permit to be operated sound producing devices on the exterior of his vessel between the hours of 6:00p.m. and 8:00a.m. the following morning. All persons using the Marina shall use discretion at all times in operating engines, generators, radios, and television sets, so as not to create a nuisance or disturbance. The use of such mechanical tools as buffers, sanders, rug cleaners or compressors is restricted so as not to cause a disturbance or nuisance to other Owners or guest of the Marina.
10. Any vessel which enters the Marina immediately comes under the jurisdiction of the dock master and management of the Marina. Owner herewith grants access to his slip and/all vessel to the management of the Marina or persons so authorized for the purpose of correcting any conditions originating in his slip, threatening another slip or the common areas, piers, or docks, or for the purpose of performing installations, alterations, or repairs to the common areas, piers or docks adjacent to Owners slip or in emergency situations.
11. Open fires are not permitted on the dock or vessel. The use of charcoal, barbecues and grills is not permitted anywhere within Marina, its' grounds or other areas unless specific permission is granted by Marina office.
12. Owner or their representatives are responsible for payment of all utility charges incurred, which may include charges for water, electricity, cable television, and telephone. Owner is herein defined to include Owners' agents, their family, crew, guest, invitees, licensees, sub owners, servants, and employees.



13. Painting, scraping or repairs of vessels or gear shall not be permitted without prior written permission from the management of the Marina. Said maintenance is restricted to activities which can be performed without materials i.e. oil, fuel, spirits, flammable liquids, paint, oil bilge water entering the waterway or causing any damage to common area, dock, piers, or other vessels.
14. Boats docked in the Marina must be seaworthy and be capable of moving under their own power. The Owner and/or master of the vessel shall insure that she is maintained in a clean and seaworthy condition.
15. Owners and operators of vessels shall immediately reimburse the Marina for any damage or defacement which they, their vessel, guests, employees, or agents may cause to Marina property. Dockage agreement will not be renewed with Owners who have not satisfied such outstanding obligations within thirty (30) days of the occurrence of such damage or defacement.
16. All sailboats must have halyards tied or secured away from the mast. Sailboats must be operated under power within the Marina.
17. No sign, notices, "For Sale", "For Rent", or "For Lease" signs or other display or advertising or other lettering shall be maintained, exhibited, inscribed, painted or fixed on any part of the Marina, vessel in any slip, or on any dock or pier, or common area without the prior written consent of the management of the Marina.
18. Disorder, depredation's or indecorous conduct by an Owner or its employees, visitors, guests, family or others will cause the immediate removal from the Marina of the vessel in question. Public intoxication, profanity or abusive language directed at anyone will not be tolerated.
19. All vessels operating in the Marina waters must proceed at idle and no wake speed so as to cause no damage or injury to person or property. Owners are liable for any and all damage or injury caused to any property or person by vessel's wake.
20. Operation of auxiliary craft including, but not limited to, jet skis, wet bikes, wind surfers and wave runners within the Marina is prohibited.
21. Any person that harms or attempts to harm plants or animals identified by any Governmental Agency as an endangered species is subject to immediate expulsion from the Marina and prosecution to the fullest extent of the law.
22. Pets, when on Marina property, just be controlled and accompanied by the Owner at all times. Pets must be on a leash and in or on the Owner's boat at all times. Pets are not to be chained or tied to any common area, dock or pier. If a pet soils Marina property, the owner must clean it up immediately.
23. Use of the marina-tenants toilets is strongly recommended.
24. We are a raft-up marina. That means that, if demand requires, you may have another boat tied up next to you. (Only ever one!). We ask that you mind your neighbors if you are the outside boat. When crossing to the dock, please always cross forward of the mast and not on shoes of cause. If tenant does not want to have a boat alongside, he will pay 1.5x times the regular dock fee.
25. The Marina is not responsible for any damage occurred by marina dinghy assistance when bringing in a vessel through the channel or on the dock.
26. Boatlift: dock tenant responsible that in hurricane conditions the boat and lift cradle Are tied down in such a way that no damage will be done to the equipment of the marina. Cradle must be put above the water in case it will be longer than 24 hours. Care must be taken that the cradle is not lowered until it touches the bottom, so that the cradle becomes slack and out of the grooves of the hoisting shaft. The lift must be switched of when not in use. Tenant is responsible for any damage to boatlift created by neglect ness on his/her behalf.

Owner/ Captain / Representative

Signed:
