



Boat Yard at Brunswick Landing Marina
2429 Newcastle Street | Brunswick, GA 31520
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TERMS AND CONDITIONS

- Definitions.** "Owner" means the vessel owner, or an authorized representative, set forth in this agreement. "Boatyard" means Brunswick Landing Marina, Inc. d/b/a The Boat Yard at Brunswick Landing Marina, Brunswick, Georgia.
- Payment.** Payment must be paid in full by cash, check, or electronic payment payable to Brunswick Landing Marina, Inc., or by credit card on the first day of each week for which the agreement applies. Boatyard will impose a \$50.00 fee for returned checks and/or a \$25.00 fee for declined credit cards. All overdue invoices will have a \$25.00 late fee added as well as accrue interest at a rate of 18% annum.
- Maritime Lien.** This Agreement is an admiralty and maritime agreement under the general maritime laws, statutes, and codes of the United States of America. Boatyard provides storage and repair services to the Owner on the basis that the Boatyard relies on the financial credit of the vessel. Boatyard shall have a maritime lien against the described vessel, her appurtenances, and contents for sums due for work performed, slip/mooring/space rental, and for injury or damage caused or contributed to by the Owner or Owner's agents or employees, including but not limited to damage to equipment, piers, docks, wharfs, personal injury or death, other vessels, pollution by oil or its derivatives, sewage or other hazardous material, loss by sinking, fire or other losses.
- Release, Limitation on Liability; No Bailment.** This agreement is to provide service work and/or dry storage. Owner agrees and understands that this agreement does not create a bailment, nor do the parties intend to create a bailment of the vessel. At all times, dominion and control over the vessel shall remain with Owner. Owner releases and discharges Boatyard and Boatyard's owners, shareholders, agents, and employees from all claims, causes of action, and liability for damages, injuries and losses of any kind arising out of this agreement, the work on the vessel, or the presence of the vessel at Boatyard. Boatyard will take precautions to safely operate and prevent any damage, however Owner agrees that Boatyard shall not be liable (1) for damage to the vessel during haul outs, launches, or storage; (2) for the care or protection of the vessel, including her gear, equipment appurtenances, and contents; (3) to Owner or Owner's employees, agents, or invitees for any injury or damage to person or property caused by any act or omission of Boatyard or Boatyard's employees or agents; (4) for the acts or omissions of any other vessel owner or party; (5) for the condition of the piers or vessel stalls or other Boatyard's property; (6) for fire, theft, rain storm, electrical surge or malfunction, or Acts of God; and (7) for damage or injury resulting from any act, omission, carelessness, or negligence of Boatyard or Boatyard's employees or agents.
- Use of Boatyard and Equipment.** Owner understands that no professional labor services, (for example mechanical, fiberglass, or electronic repair work) will be allowed onto Boatyard's property unless approved by the Boatyard in advance, a certificate of insurance is filed in the Boatyard's office prior to starting work and a commission in an amount equal to 15% of the amount billed to Owner is paid to Boatyard by such service or contractor. Owner will present to Boatyard a copy of an insurance certificate or insurance policy demonstrating that the vessel is insured, with full marine and liability coverage, with limits no less than \$1,000,000. Owner and Owner's contractors must supply proof of workers' compensation insurance covering their employees. All contractors must sign in and out at Boatyard's front office. Further, Owner shall be liable to Boatyard for any damage to Boatyard property and equipment caused by Owner, or Owner's agents, employees, contractors, or guests. Owner agrees to promptly pay Boatyard for any such damage to Boatyard's property and equipment.
- Indemnification.** Owner agrees to protect, indemnify, and hold harmless Boatyard and Boatyard's agents, employees, owners, and shareholders from and against any and all claims, demands, damages, suits, losses, attorneys fees, liability awards, judgments, and expenses of any nature for damage to property or for damage to any person or persons resulting from or in any way arising out of the use or occupation of the Boatyard facilities or premises, or acts, omissions, carelessness, or negligence of Owner or Owner's employees, agents, contractors, or invitees while on the premises of Boatyard.
- Assumption of Risk.** Owner understands that taking part in boating can be hazardous and involves the risk of personal injury and/or death. The risks and dangers of the activity include, but are not limited to: changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to, collisions with other participants, boats, watercraft, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; marine and other wildlife; equipment failure and/or defects; operator error, mental distress from exposure to any of the above; and negligence of others. Owner acknowledges that this list of dangers and risks is not complete. Owner understands the nature of the activity and voluntarily chooses to participate in the activity of boating knowing the dangers and risks.
- Waiver of Subrogation.** Owner's insurer shall have no subrogation rights against Boatyard for any damage, injury, or loss sustained by Owner or Owner's vessel, agents, or employees arising out of this agreement.
- Sinking Boats.** Owner shall ensure that the vessel is pumped free of water and is not in danger of sinking. Although Boatyard has no responsibility to do so, Boatyard may, at its discretion, pump water from the vessel if it is sinking. Owner agrees to reimburse Boatyard for any expenses associated with said pumping. Further, although Boatyard has no responsibility to do so, Boatyard may, at its discretion recover a sunken vessel. Owner agrees to reimburse Boatyard for any expenses associated with said recovery.
- Sewerage Pump Out; Discharge.** Owner shall ensure that all sewerage, oil, gas, refuse, or other debris is disposed of properly. In the event Owner or the Owner's employees, agents, contractors, or invitees causes or allows discharge of any sewerage, oil, gas, refuse or other debris, the Owner shall be responsible for notifying all appropriate government agencies including Georgia Department of Natural Resources and the United States Coast Guard and any expenses associated with cleaning or restoration.
- Entire Agreement.** This agreement shall constitute the entire contract between Owner and Boatyard. No alterations, modifications, and/or amendments of this agreement shall be binding against Boatyard unless in writing and duly signed by Owner and Boatyard.
- Non-Waiver.** Failure of Boatyard to enforce any provision in this agreement or in the rules shall not be a waiver of Boatyard's right to enforce the same provisions or any other provisions of this Agreement or rules.
- Venue.** This agreement shall be construed under and in accordance with the laws of the State of Georgia. The venue for any dispute arising hereunder shall be resolved in Glynn County, Georgia.