



Credit Card Authorization Form

Vessel Information

VESSEL NAME: _____ YEAR: _____
 IMO/HULL: _____ MFG: _____ COUNTRY OF REGISTRY: _____
 LOA: _____ BEAM: _____ DRAFT: _____ GT: _____

Owner/Agent/Management Information

Name _____ Email Address _____
 Mailing Address _____ City _____ State _____ Zip _____
 Main Number _____ Alternate/Yacht Number _____ Fax Number _____
 Captain's Name: _____ Captain's Mobile _____ Email _____

Billing Information

With my signature below, I hereby authorize **Yacht Haven Grande** to maintain a record of my Credit Card information and to charge my credit card for services ordered by myself or by other authorized users in person, writing, by telephone, fax or email. I acknowledge that: (i) **Yacht Haven Grande** may make charges to this Credit Card at any time and **Yacht Haven Grande** will charge me immediately if any charges are more than thirty (30) days old or are greater than one thousand (\$1,000) dollars; (ii) this Credit Card will be charged for **each product and service** that is purchased from **Yacht Haven Grande**; (iii) **Yacht Haven Grande** may refuse delivery of goods that have not been signed for either at the time of purchase or delivery; (iv) any discounts applied to any service I receive will only be applied at the scheduled end-date of service and if I cancel or refuse such service (directly or indirectly) before the service's scheduled end date, no discount will apply; (v) late fees may apply; and (vi) I agree to the terms and conditions attached hereto and authorize **IGY** to treat my personal information in adherence with its privacy policy. Copies of records for all charges will be made available upon request. I authorize the persons named below, if any, to order products and services to be processed on my behalf, and hereby authorize **Yacht Haven Grande** to charge this Credit Account for the products and services the named person may order either in writing, by telephone, fax, or email. **Yacht Haven Grande** may continue to accept orders from any below named person until informed otherwise in writing. Questions should be directed to **Yacht Haven Grande** at (340) 774-9500.

Card Holder' Name: *(please print)*

Type of Credit Card: *(please select one)* Amex Discover Visa Master Card

Card #: _____ Exp: MM _____ YY _____ Sec. Code: _____

Billing Address of Card Holder: _____

City _____ State _____ Zip _____ Country _____

Card Holder's Signature: _____ Date: _____

Authorized Users: 1. _____ 2. _____ 3. _____

Credit Card Authorization Form Terms and Conditions

Your signature below indicates that you have read and agree to be bound by these Terms and Conditions.

Authorization. I understand I can revoke this authorization at any time but revoking this authorization does not relieve me of the obligation to pay for any transactions made with Yacht Haven Grande. I further understand that if I do not have a valid credit card authorization on file that I will be required to pay for all purchases at time of purchase. I hereby authorize the Authorized User(s) listed on the previous page to make transactions on this Credit Card on my behalf and I will honor each such transaction as if made myself.

Application of Discounts. All discounts related to any services shall only be applied at scheduled end-date of the services and such discounts will not be applied if the services are cancelled or terminated (expressly or by implication, including by leaving Yacht Haven Grande without notice) prior to the stated end date. For instance, if I am offered a 10% discount for a three month slip rental, the entire discount will be applied at the end of the three month period and if I cancel the rental period earlier (or leave Yacht Haven Grande without notice), no discount will be applied and I will owe Yacht Haven Grande the entire amount for the rental, plus any other applicable fees and charges, including late fees.

Metered Services and Service Fees. I acknowledge that I am responsible for all applicable metered services, including electricity, data-services and water, delivered to my slip or vessel during the period of my stay. I acknowledge that Yacht Haven Grande records are the definitive records of metered services and I will pay all fees related to such services for the duration of time for which my vessel occupies a slip at Yacht Haven Grande. I acknowledge I am responsible for the fees associated with the full period of any services I reserve, such as reserved slip space, unless Yacht Haven Grande General Manager consents to early cancellation, which it may do so in its sole discretion. For instance, if I reserve a slip rental for three months and leave after two, I will be liable for the full amount, without any discounts applied, unless Yacht Haven Grande General Manager has approved early cancellation.

Delivery of Goods. I understand that Yacht Haven Grande may refuse to deliver goods I have purchased unless I, or one of my authorized representatives, signs for them at the time of purchase or at the time delivery to my vessel.

All Sales Final. I understand that unless expressly stated otherwise, **ALL SALES ARE FINAL** and not subject to refund.

Frequency of Fees and Late Fees. I understand that Yacht Haven Grande may charge my Credit Card at any time, including if I have a balance older than thirty (30) days or over one thousand (\$1,000) dollars. I consent to late fees of 1.5% per month (or the highest amount allowable under applicable law) on any balance left without an authorized card on file and any balance older than thirty (30) days. If I fail to pay any amount due hereunder, I will pay Yacht Haven Grande all costs associated with the collection of such amounts including reasonable attorney's fees, costs and expenses. When necessary and at Yacht Haven Grande discretion, debt collection agencies may be appointed to recover any overdue amount I owe to Yacht Haven Grande. I will indemnify the Yacht Haven Grande for the reasonable costs and expenses incurred in the debt recovery process.

Basis for Purchase and Receipts. I understand that Yacht Haven Grande will provide me receipts by email, fax or other method of communication I reasonably request. I understand that these receipts will constitute the definitive account of our transactions. I will contact Yacht Haven Grande if I have any disputes over any charges listed on any applicable receipt.

Applicable Law and Disputes. This Agreement shall be governed by and construed under and in accordance with the laws of the jurisdiction of the location of the Marina Owner and to the courts of the jurisdiction of such location, and the parties hereto hereby waive any right, claim or power, under the doctrine of forum non convenes or otherwise to transfer any action brought under this Agreement in any such court to another court. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. **IN ANY LEGAL ACTION OR PROCEEDING, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY A JURY.** The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

Customer Signature

Date