

Yacht Haven Grande Terms & Conditions/Marina Rules

NOTE – IF PAYMENTS ARE NOT RECEIVED AS INDICATED ON THIS CONTRACT (I) THE DEPOSIT AND ALL PAYMENTS SHALL BE FORFEITED AND (II) THIS LICENSE SHALL BE REVOKED AND BECOME NULL AND VOID. FAILURE TO MEET THE PAYMENT OBLIGATIONS WILL RESULT IN THE FULL AND COMPLETE BALANCE BECOMING DUE IMMEDIATELY WITH FINANCE CHARGES ACCRUING AS APPLICABLE.

1. This Marina Slip License Agreement (this “Agreement”) between the undersigned and Yacht Haven USVI LLC (sometimes referred to herein as “Marina Owner”) is a revocable license for the use of slip space and share services. Such space is to be used at the sole risk of the owner of the vessel party of this Agreement (“Vessel Owner”). Neither the Marina Owner nor its managers, employees, agents, affiliates and representatives shall be liable for the care or protection of the Vessel (including its gear, equipment and contents). The Vessel listed below is or will be docked or moored at the Yacht Haven Grande the “Marina” and is done so at the sole risk and responsibility of the Vessel Owner. The Vessel Owner and or his agents agree to indemnify and hold harmless the Marina Owner, its affiliates, employees, directors and owners for any injury, death and damage to any persons or property in, on or about the Marina in connection with the docking or mooring of the vessel listed above (the “Vessel”) and against any loss, cost (including actual attorney fees and expenses), suit, or claim arising out of use of the Marina’s facilities or any handling of the Vessel in connection therewith, including the negligence of the Marina Owner. The Marina Owner assumes no responsibility for damage which may occur during the course of docking the Vessel nor for the navigation of the Vessel to or from the docks at the Marina. The navigation of the Vessel remains the sole responsibility of the captain and the Vessel Owner. This Agreement creates a revocable license and does not create a lease, leasehold or any other right or interest in real property. Refunds will not be made at any time. Marina Owner reserves the right to relocate the Vessel as required during any period of this Agreement.

2. Owner warrants that he/she has full and complete hull and liability insurance coverage against all boat and boating hazards, theft, and hazards of personal injury insuring the Owner’s property, and person and those of his agents and guests for harm due to injuries or damages which may be received at the Marina. Protection & Indemnity must be at a minimum of \$500,000 in coverage, as well as naming the Marina Owner as additional insured. If Owner wishes to have a Jet Ski or a tender moored at the Marina, a declaration page for said Jet Ski or tender will also be required. Owner agrees to keep such insurance in effect during the duration of the stay at the Marina and Copies of Certificates of said insurance shall be provided to the Marina Owner upon check-in at the Marina. The Marina Owner shall not be responsible for any loss or damage to the vessel or the contents thereof or for injury to any person, due to fire, theft, collision, weather or acts of God, acts of other persons or due to other causes not enumerated above or not related to dockage at the Marina, including the negligence of the Marina Owner. The Marina Owner is not considered an insurer of the property or person of the Vessel Owner or any other person (including crew) all of whom come within the confines of the Marina at their own risk. Failure to maintain such insurance shall result in a revocation of the license granted hereunder. Owner releases Marina Owner and its agents, employees, affiliates and representatives from any subrogation rights against the Marina Owner set forth in any policy of insurance held by Owner.

3. In the interest of safety, Marina Owner reserves the right to board the Vessel in time of emergency as determined by Marina Owner in its sole and absolute discretion. In such event, Marina Owner will first try and contact the Vessel’s captain or ranking officer to obtain permission, which will not be unreasonably withheld, conditioned or delayed. If emergency services are rendered to the Vessel by the Marina Owner, they will be billed at an emergency rate. In the event of fire, Marina Owner reserves the right to require the Vessel be removed from the dock. In the event the Vessel is either not able to move or is unwilling to move, Marina Owner reserves the right to remove or cause such Vessel to be removed in its sole and absolute discretion.

4. Permission must be obtained from Marina Owner, before any contractors or suppliers are permitted on the property. All captains or Vessel Owners assume any liability resulting or arising from the actions of any contractor described here and agree to sign the Agreement and Waiver of Liability and Assumption of Risk Form prior to any contractor or supplier entering the Marina to perform work.

5. The Marina docks and other amenities are provided for the private and exclusive use of the owners of vessels at the marina, their captains, crews and invited guests. Uniform requirements for tradesmen have been adopted by Marina and no tradesman will be permitted to perform work in the Marina until he has met those requirements. Vessel Owners or their agents must inform Marina of the name, address, telephone number and intended dates and times tradesmen are to perform work and must advise the tradesmen of the necessity for them to register with the marina office each time they visit the Marina. Tradesman must supply proof of insurance, naming the Marina Owner as additionally insured prior to entering Marina, boarding vessels or starting any work. Tradesman may only access and perform work on vessels during the normal operations hours of the marina office, daily from 8:00 AM to 5:00 PM. The Marina Owner reserves the right to have Tradesman pay a daily access rate. Vessel Owner and its agents are also responsible for the actions of any tradesman who are at the marina to perform work on the Vessel. Marina Owner assumes no responsibility for the work performed or the safety of any Tradesmen. The Vessel Owner and its agents agree to indemnify and hold harmless Marina Owner, its affiliates, employees, directors and owners for any injury, death and damage to any persons or property in, on or about the Marina in connection with any injury, damage or death that may occur while the Tradesman is working on the Vessel or at the Marina or caused by the Tradesmen.

6. Owners, captains, crew and guests will at all times acknowledge and comply with the rules and regulations of the Marina so as to insure a clean safe environment. Unruly loud or unprofessional behavior will not be tolerated and in the event such behavior is displayed this Agreement can, in Marina Owner’s sole discretion, be immediately terminated.

7. In the event of a hurricane threat, Marina Owner reserves at its sole discretion, the right to clear all vessels (including the Vessel) from the docks at the Marina until such time as it is once again deemed safe to return. In the event that Marina Owner agrees to allow the Vessel to remain on the dock, the Vessel and its Owner hereby agree that all damage caused to the Marina, the Vessel, or any vessels in the Marina which may be damaged as a result of the above mentioned Vessel will be paid for by the Vessel Owner.

8. Marina Owner reserves the right to exercise a maritime lien upon the Vessel and its gear and equipment in the event of any outstanding invoices that are not settled upon departure from the dock at the Marina and Vessel Owner hereby expressly consents to Marina Owner’s exercise of such right. In the event such a lien is asserted and/or the Vessel arrested or otherwise detained, Marina Owner will follow applicable laws, rules and regulations of the Federal Maritime Lien Act and the Federal Supplemental Rules for Certain Admiralty and Maritime Claims, and any other applicable statutes as the same may from time to time be amended and supplemented. Marina Owner acknowledges and agrees that Owner and Vessel are being provided with “necessaries” as that term is defined by applicable federal maritime law. In addition and without limiting any other rights granted herein, Vessel Owner hereby grants Marina Owner a security interest in the Vessel and its gear and equipment and, in the event any outstanding invoices are not paid when due, Marina Owner may take any steps or exercise any remedies available under the Uniform Commercial Code or similar statute as in effect in the jurisdiction governing this Agreement.

9. If Owner fails to pay any amount within ten (10) days after notice has been given from Marina Owner that the same is due, the delinquent amount shall bear interest from the date initially due at a rate equal to the lesser of one and one half per cent (1.5%) per month or the maximum permitted by law. In the event that Vessel Owner fails to pay any amount due hereunder, Vessel Owner agrees to pay Marina Owner all costs associated with the collection of such amounts including reasonable attorney’s fees, costs and expenses.

10. Vessel Owner hereby expressly agrees that it is liable and shall pay all outstanding invoices and amounts incurred for the benefit, or on behalf, of the Vessel Owner, regardless whether such invoices or amounts were incurred by an agent, broker or other intermediary. By way of example, if a ships agent or fuel broker purchases fuel on behalf of the Vessel or resells fuel to the Vessel and then fails to pay the Marina Owner for such fuel, the Vessel Owner shall be liable for such purchase.

11. 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 hereby waive any right, claim or power, under the doctrine of forum non conveniens 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.

12. Vessel Owner agrees to comply with all rules and regulations of the Marina attached to this Agreement. Should breach of this Agreement or violation of the rules and regulations occur, the Marina Owner may revoke the license granted hereunder and terminate this Agreement except that Marina Owner shall in such event have all rights of enforcement provided for hereunder, at law or otherwise. In the event of revocation, Marina Owner may, at its sole and absolute discretion, remove the Vessel from her dock space at the Vessel Owner’s risk and expense and retake possession of the slip space.

13. Waiver of any conditions by the Marina shall not be deemed to be a continuing waiver, unless made in writing by all parties.

14. The respective signature below certifies that the Vessel Owner, the agent and the captain of the above mentioned Vessel are in agreement with the terms of this Agreement and the person(s) whose signature(s) appears below is authorized to enter into this Agreement on behalf of the Vessel Owner and possess the authority to procure goods and services furnished to or for the benefit of the Vessel or on the credit of the Vessel Owner. Furthermore the signatory below warrants the accompanying “Information Sheet” has been fully and accurately completed.

Captain or other Owner Agent

Print Name _____ Date _____

Signature _____ Date _____

Vessel Name _____ Vessel Length _____

Marina Owner

By: _____ Date _____

Terms & Conditions/Marina Rules

MARINA USE GUIDELINES

The following are the rules and regulations for the operation of the Marina. Compliance with these rules and regulations is a condition of use for all vessels, their owners, captains and crews, as well as all guests, invitees or customers at the Marina.

1. The Rules of the Road and the Navigation Laws of the United States shall control all vessels at, departing or approaching the Marina.
2. Once at the slip or dock at the marina, a vessel shall immediately come under the jurisdiction of the Dock Master of the Marina. Only vessels in good condition, and under their own power, shall be admitted to the slip and berthing area of the Marina.
3. The parties agree that Marina does not accept the vessel for storage, is not a bailee, and will not be responsible for any damage or loss to the vessel or its tackle or to any person visiting the vessel, unless caused by an affirmative act of negligence of Marina. However, during the absence of Owner, if Marina finds the vessel insecure or in danger, Marina is authorized, but not required, to take temporary action to protect the vessel and necessary and reasonable costs therefore shall be charged against the vessel.
4. Pets are permitted only with the prior permission of the Marina, and only if they do not disturb others. Boat owners, captains, crew or their guests are strictly liable for any damage caused by any pets. No animal shall be permitted on the Marina properties, unless leashed or otherwise secured.
5. Refuse shall not be thrown or allowed to fall overboard and all garbage is to be deposited in the appropriate containers. No oil, spirits, inflammable liquids or oily bilges shall be discharged into marina waters. All laws, rules and regulations with regard to marine sanitary devices shall be strictly complied with. All vessels are financially responsible for any clean-up costs for any discharge described above or other illegal discharge.
6. Noise shall be kept to a minimum at all times and all owners and captains are requested to use discretion in operating engines, generators, radios, television, power tools and the like so as to minimize disturbance of others using the marina as well as marina neighbors.
7. Swimming, diving and fishing are not permitted from the marina or from vessels at the marina.
8. No vehicles, including bicycles, shall be parked on or ridden on the docks. Parking of vehicles on Marina property may be permitted at the discretion of the Dock Master on a space available basis.
9. Boat owners and captains shall not store or allow to be stored any supplies, materials, accessories or debris on any Marina property, including the docks or piers. Failure to comply with this provision shall cause the removal of any such property by the Dock Master. No painting, sanding, scraping or repairing of any vessel or equipment belonging to any vessel shall be permitted on the Marina property without the specific prior written consent of the Dock Master. The extent of any repair or maintenance to be undertaken at the Marina shall be solely at the discretion of the Dock Master and any such repair or maintenance permitted shall be wholly at the risk of the owner/vessel undertaking such repairs.
10. Laundry shall not be hung on boats, docks or piers at the marina.
11. No signs shall be displayed aboard any vessel at the marina without the prior written consent of the Dock Master. Owner understands that the Marina is a commercial endeavor and, therefore, Vessel Owner hereby agrees to refrain from any commercial activities competitive with the interest of the Marina on the premises of the Marina. Vessel Owner agrees not to operate boat rentals or charter parties or any commercial

activities from the Marina without the prior written permission of the Marina.

12. The use of charcoal broiler, cookers or any other open-fueled appliance is strictly forbidden aboard any vessel at the marina or on any property belonging to the Marina.
13. Potable water is available at each slip. Each slip occupant is responsible for water consumed from the assigned tap based upon the Marina's established rates.
14. Vessel Owner may not, and shall not have any right, to assign or transfer in whole or in part any rights under the Agreement. However, Marina shall have the right to use the slip for transient docking whenever the vessel is to be removed overnight or longer.
15. The dockage day starts at 1:00 p.m. Checkout time is 11:00 a.m. the following day. Any vessel occupying a slip after 11:00 a.m. will be charged dockage for that night. Late departures can be arranged upon request, with the Dock Master.
16. Violations of the rules and regulations of the Marina, failure to comply with the reasonable and proper requests of the management, indecorous conduct by the owner or captain of any vessel, or their guests, that might cause injury to another, cause damage to property, or adversely impact upon the reputation of the Marina shall be cause for the immediate removal from the marina of the vessel and/or individual(s) in question.
17. The marina docks and other amenities are provided for the private and exclusive use of the owners of vessels at the marina, their captains, crews and invited guests. Uniform requirements for tradesman have been adopted by the marina and no tradesmen will be permitted to perform work in the marina until he has met those requirements. Owners must inform the marina of the name, address, telephone number and intended dates and times any tradesman are to perform work and must advise the tradesman of the necessity for them to register at the marina office.

THE MARINA OWNER SHALL HAVE NO RESPONSIBILITY FOR LOSSES OR DAMAGE TO VESSELS IN OR AT THE MARINA OR FOR THEIR EQUIPMENT OR OTHER PERSONAL PROPERTY. BOAT OWNERS OR CAPTAINS SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO DOCK STRUCTURES AND PILING OR OTHER PROPERTY BELONGING TO THE MARINA CAUSED BY THEIR ACTIONS OR INACTIONS OR BY THEIR VESSELS. IN THE EVENT OF AN EMERGENCY, THE MARINA RESERVES THE RIGHT TO MOVE ANY VESSEL TO ANOTHER MOORING PLACE AND SHALL BE HELD HARMLESS FROM ANY LIABILITY FOR SO DOING BY THE OWNER/CAPTAIN.

Captain or other Owner Agent

Print Name _____ Date _____

Signature _____ Date _____

Vessel Name _____ Vessel Length _____

PRIVACY STATEMENT

Island Global Yachting Ltd. and its subsidiaries ("IGY," "we," "us," or "our") have a strong commitment to providing excellent service to all of our customers and respects your concerns about privacy. For this reason, IGY has prepared this Privacy Statement to explain how we collect, use, and disclose information obtained through our website (the "Site") and through your use of our various services.

What Information We Collect

We collect "Personal Information." "Personal information" is information that allows us to identify you (such as your name, address, telephone number, and e-mail address). We may collect Personal Information in order to provide you with particular products, services or information at your request ("Services"). If you make a reservation at one of our marinas, we will collect the Personal Information of the vessel, captain and any associated agencies.

We may collect information that is linked to your computer or device ("Device Identifiable Information"). We collect Device Identifiable Information from you in the normal course of operating our Website. When you visit our Site, we may collect information about your computer that your browser sends, such as the Internet domain and Internet protocol (IP) address, browser type, operating system, date and time of page views, the particular web pages accessed, and, if you linked to our Site from another website, the address of that other website. We may also collect information through "cookies," as explained below. As it relates to your mobile device, we may collect additional information such as the type and model, operating system (e.g. iOS or Android), carrier name, mobile browser (e.g. Chrome, Safari), applications using our Website, and identifiers assigned to your device, such as its iOS Identifier for Advertising (IDFA), Android Advertising ID (AAID), or unique device identifier (a number uniquely given to your device by your device manufacturer), sometimes referred to as a mobile carrier ID.

We utilize Google Analytics reports to collect certain information including geolocation information about new/returning visitors, a visitor's country of origin, a visitor's browser/operating system and operating device, the website from which a visitor linked to our Site, and information regarding where a visitor navigates on the Site. We also utilize Google AdWords reports to collect generalized information regarding gender, age, and household income. If you choose to access our Facebook page, we may have access to reports produced by Facebook that include generalized information regarding your gender, age, country of origin, and actions on the social media page. For more information, please review the privacy disclosures and terms of your Facebook account, which govern how that account information is collected and shared with us.

From time to time, we may also ask you to fill out an online customer survey to obtain your suggestions or comments about your use of the Site, IGY's services, or for other similar purposes. We may also ask you questions regarding your future travel destinations. It is your choice whether to complete such surveys or to provide us with any such information.

If you choose to apply for employment online, you will be required to provide us certain Personal Information, such as your name, street address, telephone number, and e-mail address. Personal Information provided in this context will not be used for any other purpose.

How We Use Information

We use your Personal Information to process your reservation requests, contact you when necessary regarding Services you have purchased, and provide you promotional materials or other information about our Services. At times, we may combine your Personal Information with readily available public information to better assist us in advertising and marketing. If you no longer wish to receive promotional e-mails from us, you may opt-out of receiving future promotional e-mails from us by clicking on an opt-out or "unsubscribe" link within the e-mail you receive. Please understand that if you opt-out of receiving promotional correspondence from us, we may still contact you in connection with your relationship, activities, transactions and communications with us as further described in this Privacy Statement. We may also use your Personal Information as is necessary to bill you for our Services, to collect payments, and/or to otherwise establish, defend, or enforce our legal rights. In some cases, we will use your Personal Information related to the performance of contracts to which you are a party.

We use your Device Identifiable Information to help us make our Site more useful to visitors, to learn about the number of visitors to our Site, and the types of technology our visitors use.

In all cases, we have a legitimate interest in using your Personal Information as is necessary to enable us to perform and deliver our Services and to contact you.

How We Share Information

We may share Personal and Device Identifiable Information with our affiliates and other third parties who require such information to assist us with professional, consulting, marketing, or communications services. We allow third parties access to such information to perform specific tasks at our instruction for us or on our behalf. The Personal Information you provide to us when making a reservation will be shared with the applicable marina for the purposes of determining whether it can accommodate your reservation request.

We may also disclose Personal Information as required by law or regulation, in response to a court order, subpoena, or request by law enforcement, in connection with a merger, acquisition, or other transaction involving IGY or its affiliates, or if we have a good faith belief that disclosure is necessary to protect our property, assert our legal rights, or protect the safety or rights of others.

Links to Third Party Websites

The Site contains links to third party websites. If you choose to click on those links, you will leave the Site. The privacy practices of third party websites are not covered by this Privacy Statement and IGY is not responsible for the privacy practices or content of other third party websites, including, without limitation, their use of cookies, spyware, or similar concerns.

Cookies

"Cookies" are used on the Site. Cookies are pieces of electronic information (specifically, a string of text) that your browser and your operating system store on your hard drive for record-keeping purposes. Cookies can store a user's ID and password, personalize home pages, identify which parts of a website have been visited or keep track of previous selections or purchases. Cookies are used for the proper functioning of the Site, or to compile aggregated statistics that allow us to understand how visitors use the Site, and to help us improve the functionality and structure of the Site.

If you do not wish to receive cookies from the Site, you may set your Internet browser to reject the cookies, although doing so may affect your ability to perform certain transactions on the Site. You should consult the instructions for your particular Internet browser to determine how to delete cookies, whether your browser is able to turn off cookies, and the procedures for doing so.

In some cases, we have arrangements with third parties, such as authorized service providers, agents or representatives, to collect and store the foregoing information on our behalf, to provide services in connection with hosting or the operation of our Site, or to facilitate reporting of analytics (such as with Google Analytics).

Information Collected from Minors

The Site is directed to individuals over the age of 18. If you are under the age of 18, you should not provide us with Personal Information. We do not knowingly collect Personal Information from children under the age of 18. If we learn that Personal Information of persons under the age of 18 has been collected via the Site, we will take appropriate steps to delete such information.

Security

We treat the information you provide to us as confidential information. We use the same methods and procedures to protect your confidential information as we do to protect our own confidential information. If you submit information through this Site or by e-mail, such information is stored on a secure server that resides behind firewalls designed to block unauthorized access from third parties. Because laws applicable to Personal Information vary by country, our affiliates may have additional measures that vary depending on the applicable legal requirements.

Although we take reasonable precautions to protect your Personal Information, no data transmission over the Internet can be guaranteed to be 100% secure. Therefore, we cannot warrant that your information will be absolutely secure. Any transmission of data at or through our Site is at your own risk.

Retention

We will retain your Personal Information for as long as we have a business purpose to do so, or as otherwise required by law.

Changes to this Privacy Statement

We may make changes to this Privacy Statement from time to time. Any such changes will be promptly reflected on the Site. Please check this Privacy Statement regularly to ensure you are familiar with the most up-to-date version.

Your Rights Under this Privacy Statement; Contact Us

You may access your Personal Information that we hold and receive a copy of that Personal Information by contacting us at Info@IGYMarinas.com. If at any point you believe the Personal Information we have about you is incorrect, you may request to have it corrected. Under certain circumstances, you may also request that your Personal Information be deleted. You may also ask us to restrict or suspend the processing of your Personal Information in certain circumstances. Where you have given us consent to process your Personal Information, you may withdraw that consent at any time. If you wish to object to or raise a complaint about how we have handled your Personal Information, or if you would like to have your Personal Information transferred, or if you have any other questions about this Privacy Statement, you may contact us at Info@IGYMarinas.com. If you are not satisfied with our response or believe that our processing of your Personal Information is not in accordance with law, you may register a complaint with the relevant supervisory authority in your jurisdiction.

Island Global Yachting Ltd. controls the Personal Information collected from the Site. Please direct any questions concerning our privacy practices to Info@IGYMarinas.com or write to us at Island Global Yachting Ltd. at 12 Maple Tree Court, Suite 203, Greenville, SC 29615.