



HORIZON YACHT CHARTERS (GRENADA) LTD (Private Management)

OFFICES IN:
PORT LOUIS MARINA, ST. GEORGES, GRENADA
CLARKES COURT BAY MARINA AND BOAT YARD, GRENADA
TRUE BLUE BAY MARINE, GRENADA
BLUE LAGOON, ST VINCENT

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MANAGEMENT AGREEMENT (Private Yacht)

This agreement is made this _____ day of _____, between the vessel owner _____ whose mailing address is _____ email address: _____ telephone number: _____ hereinafter referred to as “OWNER”

and

Horizon Yacht Charters (Grenada) Ltd, whose address is as shown above, hereinafter referred to as “HYC (Private Management)”.

Whereas HYC (Private Management) and OWNER desire to enter an agreement whereby HYC (Private Management) will perform certain services for OWNER in connection with the management of the yacht _____ hull number _____ (hereinafter referred to as “YACHT”).

This Agreement shall remain in effect from _____ to _____

The parties do mutually agree as follows:

1. Extent of Services

HYC (Private Management) is hereby contracted for the following services:

Dockage (Including dock services).

HYC (Private Management) will book and pay for dockage at Port Louis Marina (at no extra charge to the owner) during high season and for annual dockage according to the owner's requirements. Dock services include electricity, water, cable TV etc. Dockage charges will be in accordance with the current dockage rate sheet published by Camper & Nicholsons Port Louis Marina. HYC (Private Management) will be happy to book boats for dockage during low season but payment must be made direct to the marina.

Haul Out at Clarkes Court Boat Yard

HYC (Private Management) will book and pay for haul out and storage (at no extra charge to the owner). Services include electricity and water if required. Yard facilities include a restaurant, bar, hotel accommodation, shower and toilets, laundry, chandlery numerous industry workshops including Horizon Yacht Management Brokerage, Guardianage Centre and Engineering and Mechanical Workshop.

Boatwatch (Guardianage) Weekly or Fortnightly

HYC (Private Management) will check your yacht on a weekly basis and perform checks included but not limited to the detail on the attached Guardianage reports. These reports are customized to suit the individual requirements of the owner and their yacht.

Maintenance and Management Services.

HYC (Private Management) is contracted to provide maintenance and other management services as agreed with the owner of the yacht and laid out in the "work order" drawn up and confirmed by the owner. Work carried out on the yacht will be billed according to the management rates charged by HYC (Private Management) and detailed in the document "Horizon Yachts Grenada, 2018 Management Rates". The services provided will be invoiced on a monthly basis in Eastern Caribbean dollars.

Brokerage services.

See separate brokerage agreements if required.

Dinghy Storage

HYC (Private Management) store the dinghy belonging to the yacht mentioned above in a secure storage area within Clarkes Court Boat Yard. Storage rates are indicated on a separate sheet.

Storage shall remain in effect from _____ to _____

Dinghy length in feet _____

Outboard Motor Storage

HYC (Private Management) store the outboard motor belonging to the yacht mentioned above in a secure storage area within the Horizon Yachts workshop at Clarkes Court Boat Yard. Storage rates are indicated on a separate sheet.

Storage shall remain in effect from _____ to _____

Outboard size in hp _____

Other Services:

As required:

2. Insurance Coverage:

Owner is required to have adequate insurance for the requirements for his boat and stored items at all times.

HYC (Private Management) will at all times take the greatest care in ensuring the safety of the yacht and stored items but shall not be responsible for any damage caused at any time.

It is the owner’s responsibility to ensure the yacht and stored items are insured according to the location and circumstances of the yacht. E.g. if afloat in marina/ stored ashore in stands or cradle etc.

3. Payment of Invoice:

Owner agrees to pay all invoices within 14 days of issue. Payment will be taken by Card, provided on signature of this contract. Payment will incur a 3.5% bank surcharge. Alternative payment options via bank transfer can be agreed in advance. If payment is not received within a two weeks period, Horizon will charge the credit card for the appropriate amount plus the bank surcharge.

4. Hurricane Preparedness:

In the event of a hurricane, HYC (Private Management) will use its best efforts to move (if applicable) and secure the yacht at the owner’s expense and the owner authorises such.

5. Term of Agreement and Agreement Termination

Owner’s yacht placed in HYC (Private Management)’s care will remain with HYC (Private Management) for the time specified above.

Exceptions to the above stated term of Agreement are as follows:

- (a) Should either party breach this Agreement, the party not at fault may, in addition to all other relief to which said party may be entitled, cancel this agreement on 14 days' written notice.
- (b) Owner may withdraw or sell yacht out of HYC (Private Management)'s care at any time during the Agreement on 14 days' written notice.

6. Warranties

HYC (Private Management) warrants that all work and services performed by it under this agreement shall be performed in accordance with accepted industry standards. HYC (Private Management) makes no additional representations, warranties or guarantees hereunder, express or implied, with respect to the performance of yacht or the performance of the work and services. HYC (Private Management) shall not be responsible or liable for defective material and equipment. All yacht and equipment warranties emanate solely from the manufacturer.

7. Disputes

HYC (Private Management) and owner agree all disputes arising in connection with this agreement will be finally settled under the rules of conciliation and arbitration of Grenada.

8. Notices

E-mail is to be considered an acceptable form of written instruction, with copies of scanned documents sent by e-mail where appropriate. Any verbal communication by meeting/ phone/ skype/ skype chat should be followed up with written confirmation.

9. Yacht Location

The yacht will be situated at _____

Signed:

OWNER(S)

By _____ Date _____

By _____ Date _____

HORIZON YACHT CHARTERS (GRENADA) LTD

By _____ Date _____

Strictly private and confidential

Credit Card Details

Full name on card

Full No. on Card

Expiry Date