

**MARINA MINDELO Lda**  
**Mindelo**  
**Cabo Verde**

### **GENERAL TERMS AND CONDITIONS**

In the following, the term boat´ owner´ shall be identical with the terms ´slip owner´, ´the Owner´ and ´berth owner´

#### **§ 1 Fees, Payments, Insurance, License, Liabilities**

##### **§ 1.1 Fees and payments**

The Owner agrees to pay for all Services in accordance with the rates as set forth in Marina Mindelo´s published tariff tables. All fees and charges shall be payable in advance (of occupancy or service). The Marina reserves the right to vary the rates, terms and conditions as set forth herein, at its sole discretion, provided that a variation in rates, terms and conditions as herein set forth shall be binding until the Marina has given notice of such variation to the Owner in writing (the "notice"). The notice may be delivered personally to the Owner whereupon the Owner shall have two (2) days from the date the Notice is delivered to repudiate this Agreement. The Notice may also be mailed to the Owner by ordinary mail at the address provided herein. Unless the Owner advised the Marina, in writing, within two (2) days following receipt of the Notice of his intention to terminate this Agreement, as varied, the Owner shall be deemed to have irrevocably accepted the variations of the rates, terms and conditions for which he has received Notice.

Delinquent Accounts: In the event the slip/space fees or other marina charges have not been paid within thirty (30) days after the same shall become due, the marina shall, at its sole option, have the right to change the fee rate to daily rate and all storage charges thereafter shall bear interest at the highest legal rate.

##### **§ 1.2 Insurance warrants**

The Owner represents and warrants that there are insurance policy or policies currently in force which shall continue in force throughout the term of this agreement in connection with the ownership and operation of the boat having limits of not less than **US\$1,000,000** for third party liability including bodily injury or death to any number of persons in any one accident and property damage.

##### **§ 1.3 Licensee**

In respect of any dockage services or car/trailer parking services contracted for, the Owner acknowledges that he is a **licensee** in respect of the dockage spaces and /or the car/trailer parking spaces which may be assigned to him/her by the Marina from time to time with a right to use those facilities, at his/her risk, together with all rights to access those facilities and the boat and/or equipment for which he/she is licensed to use those facilities, subject to restrictions of special events and activities in the dockage area which will arise from time to time and about which the licensee will be given notice in writing.

## **§ 1.4 Insurance**

The Owner agrees to pay the cost of all damage to the Marina's property and to the property of other Marina tenants resulting either directly or indirectly from the Owner's negligence in respect of any act or omission of the Owner or any licensee, invitee, servant, agent, employee, guest, crew member or family member of the Owner. The Owner further covenants to indemnify and save harmless the Marina against any loss, costs, suit or claim arising out of the use of the Marina facilities or equipment or the handling of any Boat anywhere on the Marina property by the Owner or his servants, agents or employees. Without in any way limiting the generality of the foregoing, the Owner covenants to indemnify and save harmless the Marina against any loss, cost, suits, claims (including penalties and fines) arising out of or in connection with the discharge or release of any fuel, chemicals, waste or other pollutants or violation of any statute or Regulation relating to the use, operation or ownership of the Boat, by the Owner or any licensee, invitee, servant, agent, employee, guest, crew member, or family member of the Owner.

## **§ 1.5 Prolongation of license**

The Owner may ask for prolongation of his license contract. Marina will then insure best possible conditions as to actual and valid tariffs.

With regard to long-term contracts (i.e. more than 6 months), owner shall apply for such prolongation no later than 4 weeks prior to expiration of the running contract. Marina shall place a written offer no later than 2 weeks after Owner's initial request for prolongation

Marina is not committed to prolong contracts.

In case the Owner failed to ask for the prolongation in due time (see above), Marina will charge berthing fees on a daily rate tariff until a new contract is filed

## **§ 2. Owner's Liability; Indemnity of Marina Boat and any floating structure**

Boat owner covenants to exercise due care in occupation of the dock space and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. Boat owner shall indemnify marina against all claims, actions, proceedings, damages, liabilities, including Any floating structure which is moored in the Marina Mindelo has to be treated equal to any other boats in the Marina Mindelo and the portrules are strictly applicable to these vehicles or floats.

## **§ 3. Limitations of Marina's Liability**

Boat owner acknowledges that he has inspected the dock space leased herein and satisfied himself that the dock is adequate for safe mooring of his boat. This contract is not a bailment of the owner's boat, but a lease of dock space, and marina's liability is limited to supervision and maintenance of waterfront area. Marina's employees will make reasonable efforts to contact boat owner and notify him of dangerous conditions requiring his attention, but marina assumes no responsibility for lending mooring lines or moving boats from the spaces to which they are assigned.

## **§ 4. Boat Owner's Responsibility**

Boat owner assures that he is aware of the weather conditions in the Marina Mindelo area. In particular he is acquainted with the strong shear winds at the moorings which appear frequently. Thus, the boat owner assures that he or the assigned skipper of his yacht (s) are fully capable of

maneuvering under the given weather circumstances inside the Marina.

The marina shall have a lien against the above described boat, her appurtenances and contents, for unpaid sums due the marina for damage caused to any docks property or person at the marina, including all charges for repairs, purchases and dockage. Such lien shall be in addition to any other lien provided by law.

This agreement is for the use of dock space only. Such space is to be used at the sole risk of the boat owner. The marina shall not be liable for the care or the protection of the boat, including her gear, equipment and contents, or for any loss or damage of whatever kind or matter to the boat, her contents, gear or equipment.

#### **§ 5. Boat in Peril**

Boat owner represents that the boat is in a seaworthy condition and will be maintained in a seaworthy condition at all times while the boat is kept at the marina. Should the marina discover that the boat is in peril, boat owner agrees to pay to the marina as additional rent, all charges for labor and materials incurred or expensed by the marina for the boat in connection with correcting this situation; provided however, marina has no obligation to render aid or assistance to the boat under any circumstances.

#### **§ 6. Damage to Docks, Etc. & Tropical Storms**

The marina is not responsible for losses of or damages to boats in the marina. Boat owners are responsible for damage to dock structures and pilings. In the event of an emergency, the marina reserves the right to move boats to other mooring places. It is expected that boat owners keeping their boats at the marina during the tropical storm season will have made arrangements for the safe mooring of their boats on the approach of a storm. In the event of a tropical storm, the marina, at the discretion of its dock master, reserves the right to evacuate the unattended boats at the boat owner's expense and risk.

#### **§ 7. Dockside Procedures**

The boat owner agrees to comply with the dockage procedures listed in this agreement or promulgated by marina from time to time. Breach of this agreement or violation of these dockage procedures is cause for immediate termination of the agreement: in such cases, the marina may retake possession of the dock space. At the time of the execution hereof, the dockage procedures, rules, and regulations in effect are listed under Section Twelve. The Boat Owner will have a period of 14 working days from the date of the termination of the agreement, to raise a complaint or objection against the notice of termination. The note must be done in writing and be handed to the dock-master or his secretary. Thereafter, all claims, residual bills and outstanding costs for water, electricity etc will be due and payable immediately by the boat owner.

#### **§ 8. Boat Maintenance**

No heavy maintenance, such as major engine repair, shall be permitted. Marina reserves the right in its sole discretion to determine what type of maintenance and repair shall be permitted.

#### **§ 9. Signs, Pleasure Yachts, and Termination**

No signs may be displayed or any commercial business activities conducted without prior permission of the marina. Only pleasure yachts or boats used for recreational

purposes, except for sail or power charter boats, shall be allowed to lease dock space in Marina Mindelo. The marina may terminate this agreement, upon such a **default**, the boat owner shall immediately remove the boat from her space and upon failure to do so, the marina may so remove the boat at boat owner's risk and expense, and in any event. Boat owner shall be liable to the marina for all damages and expenses the marina may suffer as a result of the boat owner's default.

## **§ 10. Assignment of Slip**

Owner acknowledges that neither this agreement nor the initial or any subsequent assignment of a slip entitles Owner of the boat to use of a specific slip or space. This agreement entitles owner only to space of sufficient size for the boat. Marina may from time to time assign a different space for the boat and owner shall cause the boat to be moved to the different space immediately upon notice of such assignment

## **§ 11. Dock Procedures, Rules and Regulations**

**The dock-master's advices and orders need to be acknowledged and followed by all boat owners.**

In an effort to provide an inviting atmosphere for boat owners using space at Marina Mindelo, the following rules and regulations are provided for their protection.

Your cooperation in observing the following rules will be appreciated.

1. All pertinent state and local laws, rules and regulations pertaining to marine safety, communication, sanitation, pollution and navigation are applicable within the Marina Mindelo, and its approaches. By way of illustration, these include but are not limited to the compulsory laws and regulations of the Republic of Cabo Verde.
2. Swimming shall be prohibited within the marina.
3. Gear storage lockers to be used on docks, including their location on the docks of the marina, must be approved by the dock-master.  
Storage on Docks: owners shall not store or place supplies, bikes, equipment, dinghies, skiffs, surf boards, accessories, or materials or debris of any kind on docks or finger piers. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on the docks or finger piers.
4. Subleasing of slips/spaces, transfer of boats between slips/spaces, or from one slip/space to another is not permitted. No slip/space renter shall allow any vessel other than his own to occupy the slip/space granted him under the terms of this agreement.
5. Owners of vessels leaving for an extended cruise are requested to notify the marina office. The dock-master reserves the right to rent all slips/spaces when vacant. Transient vessels occupying an absent owner's slip/space are required to move from said slip/space and the marina reserves the right to move said transient vessel without notice.
6. Emergency: In the event that an emergency has occurred during the owner's absence, the marina reserves the right, but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of the marina.

Owner agrees to reimburse the marina for any and all costs it incurs on behalf of owner's vessel in emergency situations.

7. Fires and Dangerous Conditions: Causing or permitting charcoal fires or any other type of fire on the docks shall be a breach of these regulations. Owners will immediately correct any dangerous or hazardous conditions on their vessels or caused by their vessel upon notification of said conditions by marina. No fueling of boats in their slips will be allowed.

8. Maintenance Work Within Slips: The extent of maintenance or repair work an owner may perform on his vessel while within a slip shall be at the sole discretion of the dockmaster.

9. Noise: Noise shall be kept to a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.

10. Pets: Pets shall be controlled and toileted in a designated area. At the sole discretion of the dock-master any pet deemed to be a nuisance may be required to be leashed or banned.

11. Live Aboard: Must be approved by dock-master.

12. Signs and Advertising: "For Sale" signs or other signs shall be placed on the vessel or vessel slip/space only with approval of the marina. The owner shall not affix or attach by screws, nails, bolts, or any other object, any article, fixture, or equipment to the docks without prior written permission of the marina.

13. Garbage and Wastes: Garbage, refuse, or waste shall not be thrown or otherwise disposed of into the marina's waters. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel solvents, or inflammable liquids into the marina waters. Direct discharge of marine heads without IMP approved treatment facilities shall not be used within the marina waters.

14. Electrical Outages: The marina shall not be responsible for electrical interruptions or outages or the results or damages there from.

15. The vessel owner covenants and agrees that he has in full force and affect a third party liability policy, also known as a P&I policy. A copy of the insurance certificate shall be maintained in the marina office and the insurance carrier or agent must notify the marina within 30 days prior to cancellation.

16. Cleanliness of Vessels: Vessel topsides must be kept in a shipshape condition at all times and no laundry or other such items shall be hung on boats or docks at any time.

17. At no time shall oil or any petroleum products be placed in the marina trash receptacles or dumpsites. The marina will furnish a storage container for all used petroleum products.

18. All vessels with sanitation equipment and showers must use pump-out facility to maintain water quality in the marina and waterways.

19. All vessels are committed to wear sufficient fenders in size and amount. The fenders need to be displayed during all maneuvering inside (marked area) Marina Mindelo and while moored at berth.

-

## **§ 12. Default**

Failure of the boat owner to make timely payments due under this agreement; breach of any covenant or condition contained in the agreement; and failure of the boat owner to comply with the dockside procedures and rules and regulations of the marina contained herein and published and promulgated by the marina from time to time, shall constitute events of default under this agreement.

## **§ 13. Headings**

Section headings used herein are for convenience of reference only and shall not be deemed to be a part of the agreement for any purpose whatsoever.

## **§ 14. Amendment of Terms of Conditions**

Marina reserves the right to alter or amend the terms and conditions of this lease-agreement from time to time by:

- (a) written notice to the boat owner or
- (b) prominent publication by notice on the marina ground or
- (c) in marina's website [www.marinamindelocm.com](http://www.marinamindelocm.com)

**MARINA MINDELO Lda.**  
**January 3, 2010**