



CAYMAN ISLANDS
YACHT CLUB

SLIP LICENSE

Name of Boat Owner _____

Tel _____ Cell _____

Email _____

Address _____ City _____

State _____ Zip _____ Country _____

BOAT INFORMATION.

Name of Boat _____ Length _____ ft

Type: Motor Sail

Commercial Private

Term: Daily Monthly Long term (3 months or more)

Live aboard Y N If Yes, no of persons _____ dogs _____ cats _____

Date In _____

To be Completed by CI Marina Ltd.

Slip No _____

Type: Daily Monthly Long Term

DART Pro Yacht

Rate per ft _____ Rate per Month _____

Key fob number _____

Electricity reading at start _____ Water reading at start _____

The Licensee and CI Marina Ltd agree to the terms and conditions attached to this License.

Signed _____ Date _____ Signed _____ Date _____
Licensee CI Marina Ltd

Exit

Date out: _____

Key Fob number _____ Returned Yes No If no, \$10 charge

Electric _____	Water _____
Amount CI \$ _____	Amount CI\$ _____
Outstanding Slip fee CI \$ _____	Total Due _____
Less deposits _____	TOTAL CI\$ _____

Slip left in Good Order? Yes No

Comments _____

Signed _____ Date _____ Signed _____ Date _____
Licensee CI Marina Ltd

CAYMAN ISLANDS YACHT CLUB T/A CI MARINA LTD.

Terms and Conditions

1. Agreement to Rent Slip. CI Marina Ltd., as agent for and on behalf of CIYCAM Ltd. grants to the Licensee a license to use the Slip located in the Cayman Islands Yacht Club ("CIYC") for the mooring of the Boat for the Term commencing on the Commencement Date at the Slip Rental Rate as follows:

- a. Daily Slip Rental Rate. The Licensee agrees to pay CI Marina Ltd. the rental rate via credit card or debit card payment as outlined in Section 1(c) below in advance on or before the Commencement Date. Other charges due under this License shall be paid on or before the Expiration Date.
- b. Monthly/Yearly Slip Rental Rate. The Licensee agrees to pay CI Marina Ltd. the Slip Rental Rate commencing on the Commencement Date and thereafter monthly in advance on the first day of each calendar month ("Due Date"), together with any other charges due under this License including the cost of electricity and water,
- c. The Licensee agrees and authorizes CI Marina Ltd to charge the licensee's debit/credit card, identified in the Payment Authorization Form, for the Slip Rental Rate on the first day of each calendar month. Unless otherwise agreed in writing by CIYC, payments shall be made via credit card or debit card.
- d. Late Payment. If any Slip Rental Rate or other charges are not received by CI Marina Ltd. within thirty (30) days after it is due the Licensee shall pay to CI Marina Ltd. a late charge of \$30 plus interest at the annual rate of 12 percent (the "Interest Rate") from the Due Date to the date paid on the overdue amount. Interest shall be computed on the basis of a 365-day year and actual days elapsed with any interest payable under this License automatically accruing from the Due Date on a monthly basis as the end of each calendar month. The parties agree that payments due by the Licensee under this clause for late payment do not constitute a penalty and represent a genuine pre-estimate of CI Marina Ltd.'s damages. Acceptance of any late charge by CI Marina Ltd. shall in no event constitute a waiver of the Licensee's default with respect to the overdue amount in question, nor prevent CI Marina Ltd. from exercising any of the other rights and remedies granted hereunder. The Licensee acknowledges and agrees that if any Slip Rental Rate or other charges are not received by CI Marina Ltd., within sixty (60) days after it is due, the Licensee may refer the matter to debt collection agents and the costs of such agents shall be borne by the Licensee.

The Licensee agrees that the Slip and other facilities located in the CIYC are sufficient, reasonable and adequate for the intended purpose and the Licensee further agrees to comply with all of the terms and conditions set out in this License. The parties acknowledge that the rights granted under this License do not confer on the Licensee either an exclusive right to occupy the Slip, or create an interest in land and Cayman Islands Yacht Club's canals, marina, harbour, docks, common walkways and boat slips are the private property of CI Marina Ltd. The Licensee acknowledges that (a) it shall occupy the Slip as licensee and that no relationship of landlord and tenant is created between CI Marina Ltd., and the Licensee by this License, (b) CI Marina Ltd., retains control, possession and management of the Slip and (c) the rights granted in clause 1 are granted in common with CI Marina Ltd., and all those authorized by CI Marina Ltd., and are subject to temporary interruption. The parties agree that this

License does not constitute a bailment of the Licensee's Boat.

2. Rights of Access. In addition to the use of the Slip, the Licensee shall be entitled to have access to the Boat and the Slip over the land owned or controlled by CI Marina Ltd., in areas designated by CI Marina Ltd., provided that the Licensee complies with the terms of this License, CI Marina Ltd.'s rules, regulations and directions as to use of such access ways.

3. Security Deposit. The Security Deposit shall be held by CI Marina Ltd. until termination or expiry of this License, as security for the performance of the Licensee's obligations under this License. CI Marina Ltd. may deduct from the Security Deposit such amounts as may be required to rectify breaches of this License by the Licensee. The Security Deposit will be refunded without interest to the licensee fourteen (14) business days after termination or expiry of the License provided that all rentals, utilities, and any damages have been determined and paid to CI Marina Ltd.

4. Utilities. The Licensee may only use electricity (if any) and water from the metered electricity and water facilities provided for the Slip by CI Marina Ltd. and shall not use electricity or water from any other facilities. The Licensee shall reimburse CI Marina Ltd. for the metered cost of electricity and water used by the Licensee as conclusively certified by CI Marina Ltd. to the Licensee. In the event of non-payment of the Slip Rental Rate or any other fees due to CI Marina Ltd. by the Licensee, CI Marina Ltd. reserves the right to deny access to the Licensee and terminate use of the utilities until such time as all amounts are due are paid in full.

5. Licensee Representations. The Licensee hereby represents and warrants to CI Marina Ltd. as follows:

- a. the person signing the License is duly authorized to sign and enter into this License;
- b. the Licensee is suitably qualified, experienced and competent to operate the Boat;
- c. the Boat at all times is seaworthy and fit for use and is not discharging, emitting, releasing or leaching any Hazardous Substances;
- d. the Licensee will not permit any employees, agent or invitees to enter onto the Boat or the CIYC without being able to provide evidence that such employees, agent, and/or invitees are covered by the Licensee's insurance under this License and in the case of commercial licensees that such employees, agent and/or invitees have signed a waiver of liability on favor of CI Marina Ltd. (in CI Marina Ltd.'s approved form); and
- e. the Licensee has made himself or herself aware of the location of all firefighting and safety facilities available at the CIYC and the Licensee acknowledges that such facilities are sufficient, reasonable and adequate.

6. Insurance and Indemnity. CI Marina Ltd., CIYCAM Ltd., their subsidiaries, group, holding and affiliate companies, agents, employees and invitees shall not be liable to the Licensee, its agent, employees or invitees for any personal injury, death, loss or damage howsoever or whosoever caused to them or the Boat or any vehicles or other chattels brought onto or left at the CIYC by the Licensee. The Licensee leaves the Boat at the CIYC at the sole risk of the Licensee. The Licensee hereby fully indemnifies and holds harmless CI Marina Ltd., CIYCAM Ltd., their subsidiaries, group, holding and affiliate companies, agents, instructed third parties (including but not limited to Boating Made Easy and/or Pro Yacht), employees and invitees (the

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"Indemnified Parties") against any and all (A) loss, damage or claims relating to (i) the use, transportation, removal, repositioning or storage (whether on land or sea, and to wherever CI Marina Ltd., and/or third party deems reasonable) of the Boat; and/or (ii) the use of the Slip by the Licensee, its employees and/or third parties and/or (B) loss, damage, claims, fines, penalties and/or environmental clean-up costs arising from a pollution event relating to the Boat including any discharge, emission, release or leaching of any (x) hydrocarbon or hydrocarbon mixtures or residues and/or (y) other material, substance or organism which, alone or in combination with others, is capable of causing harm to the environment (including to the open air, water and land) (the items in sub-paragraphs (x) and (y) collectively referred to as "**Hazardous Substances**") from the Boat caused by spills, leaks or howsoever otherwise caused (a "**Pollution Event**") and any legal costs (on an indemnity basis) and/or other expenses incurred by the Indemnified Parties in respect of any proceedings instituted against any one or more of them for the imposition of any fines or penalties relating to a Pollution Event irrespective of whether any fine or penalty is actually imposed. As soon as reasonably practicable after becoming aware of the occurrence of any Pollution Event, the Licensee shall give written notice of that fact to CI Marina Ltd. The Licensee shall arrange for a suitably experienced person to undertake an inspection to confirm that the Boat is seaworthy and not discharging, emitting, releasing or leaching any Hazardous Substance no less than on a quarterly basis and shall document this inspection and provide evidence to CI Marina Ltd., that the Boat has passed such inspection upon request. Any and all costs, claims, charges or expenses claimed by any third parties for the removal/transportation of Boat during CI Marina Ltd.'s hurricane preparations shall be paid forthwith by the licensee. The Licensee agrees to maintain adequate marine liability insurance to a minimum amount of US\$500,000.00 in the case of non-commercial licensees and US\$1,000,000 in the case of commercial licensees per boat moored or stored, providing cover for marine risks including personal injury, bodily injury and death (for the Licensee and also third parties) and wreck removal. Evidence of insurance must be provided to CI Marina Ltd. on the Commencement Date and thereafter to CI Marina Ltd. upon request. In the event that a Boat ceases being used for commercial operations, upon written notice of the Licensee to CI Marina Ltd., CI Marina Ltd., may, at its sole discretion, permit the Licensee to reduce its marine liability coverage to US\$500,000 for the period where the Licensee does not conduct commercial operations. The Licensee shall be required to increase the marine liability insurance coverage to US\$1,000,000 in the event that the Licensee resumes commercial operations (and must also immediately notify CI Marina Ltd., in writing of the resumption of commercial operations) or if otherwise requested by CI Marina Ltd.

7. Termination, Expiry and Relocation. The parties agree that:

- either party may terminate this license prior to the Expiration Date by giving at least thirty (30) days' prior written notice to the other party with an effective termination date stated in the notice;
- CI Marina Ltd. may immediately terminate this License by notice in writing to the Licensee in the event that the Licensee is in breach of any of these terms or conditions. Following such termination, and without limiting the scope of CI Marina Ltd.'s rights to recover damages, the Licensee agrees to reimburse CI Marina Ltd. for any and all costs and expenses incurred by CI Marina Ltd. in enforcing its rights and in pursuing any claims against the Licensee hereunder (including, but without prejudice to the generality of the foregoing, any legal fees incurred by CI Marina Ltd.) on an indemnity basis and to pay interest

on any moneys due and owing to CI Marina Ltd. by the Licensee at the Interest Rate from their Due Date until payment is received by CI Marina Ltd. (as well after as before any judgment);

- in the event that this License is terminated and the Boat is not removed from the Slip, CI Marina Ltd. shall serve fourteen (14) days' notice on the Licensee to remove the Boat. If the Licensee fails to remove the Boat from the Slip on or before the expiration of the fourteen (14) days' notice, CI Marina Ltd. shall have the authority to sell the Boat including any property thereon at auction and retain the proceeds therefrom or dispose of the Boat at CI Marina Ltd.'s sole discretion and in either case CI Marina Ltd. shall incur no liability to the Licensee;
 - unless extended or varied as herein provided, this License shall expire on the Expiration Date; CI Marina Ltd. may elect by providing written notice to the Licensee to relocate the Slip to another location within the CIYC. If CI Marina Ltd. makes such election then this License shall terminate and a new license shall be deemed to have been granted to the Licensee effective from relocation date specified in the relocation notice and the new license shall be on the same terms as this License, except for the location of the Slip. The new location of the Slip will be as proximate to the existing Slip as possible, in CI Marina Ltd.'s reasonable discretion.
8. Regulations. The Licensee, its agent, employees and invitees will comply with the following regulations and CI Marina Ltd. reserves the right to amend these regulations and introduce new regulations:
- no boat shall be permitted to be moored at any slip other than motor boats or sailboats in good condition and arriving under their own power without the prior consent in writing of CI Marina Ltd. and, in particular, flat top type barges are prohibited;
 - all motor vehicles shall be parked only in areas designated by CI Marina Ltd.;
 - no overnight trailer storage;
 - all lines, rigging and halyards should be secured so as to best eliminate noise;
 - no boat shall exceed the speed limit of 3 knots within 200 yards of the nearest slip or bank;
 - all boats shall be operated in a courteous manner towards all other boats at or near the CIYC and in accordance with the navigation rules and customs of the Cayman Islands from time to time;
 - pets shall only be permitted on a docked boat or within the CIYC if they are on a leash and do not cause a nuisance to others;
 - the dockage day starts at 8.00am and check out time is 11.00am;
 - passenger drop off and pick up shall only take place at such areas as designated by CI Marina Ltd.;
 - boats should not be tied to the Slip while under power or in motion;
 - no person is permitted to live on board any boat without the prior written consent of CI Marina Ltd.;
 - the Licensee shall repair and make good any damage which is caused to the Slip and/or other parts of the CIYC by the Licensee, its employees, agent and/or invitees, however CI Marina Ltd. may elect to repair and make good at the Licensee's cost. The Licensee shall not make any alterations to the Slip;
 - the Licensee shall comply with CI Marina Ltd.'s hurricane plan/policy for the CIYC as published by CI Marina Ltd.

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- and as amended from time to time
- n. in the case of an emergency the Licensee hereby authorizes CI Marina Ltd, and/or its agents, employees, invitees and instructed third parties (including but not limited to Boating Made Easy and/or Pro Yacht) to enter onto the Boat and/or move, remove, relocate, reposition the Boat (whether on land or sea, and to wherever the CIYC and/or third party deems reasonable at that time) at the reasonable discretion of CI Marina Ltd, or its agents, employees, invitees and instructed third parties. All costs associated with the relocation of the boat in the case of an emergency shall be paid by the Licensee. An emergency for the purposes of this document and the CIYC Hurricane Policy means an unexpected and potentially dangerous situation that calls for timely and/or immediate action, or where it is predicted by reputable information sources that a storm or hurricane may pass or hit the Cayman Islands within 120 hours;
 - o. Re-fueling shall only take place at such fuel pumps designated by CI Marina Ltd.;
 - p. all slips and the surrounding area and water shall be kept clean and unpolluted and, in particular, at or near CI Marina Ltd. (including the surrounding water):-
 - i. no, waste, garbage, refuse or belongings whatsoever shall be dumped or left otherwise than in designated receptacles;
 - ii. no sewage shall be discharged or left otherwise than in designated pump out locations
 - iii. no boat fuel tanks or bilges shall be cleaned on discharged;
 - iv. fish or marine life shall not be cleaned or disposed of;
 - v. no fuel or equipment shall be stored;
 - vi. no painting or repair of any boat shall be permitted other than minor on-board repairs, without the prior consent of CI Marina Ltd.;
 - vii. no laundry to be done or hung to dry;
 - viii. no charcoal or gas fires permitted, without the written consent of CI Marina Ltd.
 - q. in the event of termination or expiry of this License, the Licensee shall leave the Slip in the state described above; and
 - r. the Licensee shall not to do or permit or suffer to be done in or around the Slip anything which may be unlawful, improper, immoral or which may vitiate in whole or in part any insurance effected by CI Marina Ltd., in respect of the Slip or the marina at the Cayman Islands Yacht Club or any of CI Marina Ltd.'s land or property from time to time or which may be a nuisance or annoyance to CI Marina Ltd., Dart Enterprises Ltd., each of their subsidiaries, group, holding and affiliate companies, agents, employees and invitees or to other occupants
 - s. the Licensee hereby agrees to be solely responsible for the access fob issued to the Licensee by CI Marina Ltd. and shall not give to any third party. In the event that the Licensee shall require a replacement access fob, the Licensee shall be responsible for the cost of such replacement in the amount of CI\$30.00.
 - t. during the Cayman Islands' hurricane season, 1 June through 30 November, the Licensee shall provide CI Marina Ltd with a duplicate set of Boat keys, which shall be securely held in an off-site location.
 - u. The Licensee acknowledges that the primary responsibility for the safety and security of the Boat lies with the Licensee.
 - v. use of unauthorized and/or third party air compressors or similar Whip Systems on CIYC property is strictly prohibited;
 - w. the Licensee, its employees, agent and/or invitees, use the CIYC Whip System at their own risk and accepts that neither CIYC, CI Marina Ltd nor CIYCAM Ltd have made any representation that the Whip System is suitable and/or fit for use.
 - x. the Licensee warrants that their dive tanks and other diving equipment have been inspected and are safe and fit for use.
 - y. the Slip shall be used in a safe and proper manner and kept in a clean and neat state, clear of all equipment including hoses, fuel tanks, ice boxes and other items, not be used for any open fires, and all garbage shall be disposed of in a neat and hygienic manner in suitable garbage bags.
 - z. the Boat shall be moved and/or removed for any reason when and as instructed by CI Marina Ltd., or its representatives. Failing the Licensee's moving or removal of the Boat, CI Marina Ltd., is hereby entitled to employ a third party to board the Boat and arrange for its moving or removal at the sole expense of the Licensee
 - aa. no lifting equipment, save as may be attached to and form part of the Boat, shall be used at the Slip.
 - bb. the Slip shall not be used as a safe harbour
 - cc. no swimming or fishing from the Slip or the piers shall be permitted.
 - dd. no loud music shall be played while the boat is docked at the Slip.
 - ee. children shall be supervised at all times.
 - ff. no waterskiing or wakeboarding shall be permitted within the marina.
 - gg. engines shall be shut off once the Boat is properly secured at the Slip.
 - hh. all spills of oil, fuel or other Hazardous Substances shall be reported to 640-HELP (4357)
9. No assignment: The Licensee acknowledges that this License is personal to the Licensee and this License cannot be assigned by the Licensee, nor can the Licensee grant a sub-license or otherwise part written possession of the Slip.
 10. Notices. The parties agree that any notice given to CI Marina Ltd. or Licensee under this License shall be sent by pre-paid registered post to the local mailing address of CI Marina Ltd. or Licensee, with a copy sent by e-mail, referred to on the front sheet of this License or by hand delivery to the Licensee. The notice shall be deemed to have been delivered 3 business days after the date of posting.
 11. Interpretation. Words which are capitalized in these terms and conditions shall have the meanings given to these words on the front sheet of the License.
 12. Governing law. This License shall be governed and construed in accordance with the laws of the Cayman Islands and the Licensee hereby submits to the non-exclusive jurisdiction of the Courts of the Cayman Islands.
 13. Amendments. These terms and conditions may be amended from time to time. Notification of any such amendments shall be published on CI Marina Ltd website and sent to the Licensee in writing. The Licensee acknowledges and understands it is their obligation to keep themselves informed of and comply with any and all amendments.
 14. Severance. If any provision or part-provision of this License is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this License. If any provision or part-provision is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement

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provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. **Data Protection-** The tenant understands that CIYC will be collecting personal data of the tenant and the tenant hereby consent to the collection, use and processing of such personal data for the purposes of the Agreement. Such personal data may also be shared with CIYC's affiliated companies and third parties that deliver services to CIYC in connection with the Agreement. In the event that the tenant

has questions or comments concerning the processing of the member's personal data, please contact dataprivacyofficer@dart.ky.

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