

**St. Croix Marine Center**  
Hurricane Haulout Reservation Agreement

Date: \_\_/\_\_/2023

**OWNER INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_ Phone \_\_\_\_\_

Home: \_\_\_\_\_ Phone \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_

**BOAT INFORMATION**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Boat Name: \_\_\_\_\_

Year: \_\_\_\_\_ Hull Type: \_\_\_\_\_ Length Overall: \_\_\_\_\_

Boat Home

Port/Location: \_\_\_\_\_ **THIS**

**AGREEMENT IS SUBJECT TO CONDITIONS OF CONTRACT BELOW**

The boat Owner (hereinafter "Owner") and St. Croix Marine Center (hereinafter "SCMC") agree upon the terms and conditions set forth.

1. GENERAL. Upon the threat of a named storm to St. Croix, USVI, SCMC agrees to haulout the Owner's Vessel (hereinafter "Vessel") from the water and store the Vessel on land at its facility at 5063 Gallows Bay, Christiansted, VI.
2. SCHEDULING. In the event of the issuance of a hurricane or a tropical storm warning by the National Hurricane Center, it shall be the Owner's responsibility to be aware of such warning, and to call the Marina Manger at 340-277-0147 or [cherold@stcroixmarinecenter.com](mailto:cherold@stcroixmarinecenter.com) and schedule a time slot to make arrangement for the removal of the Vessel in accordance with the provisions of this

agreement. SCMC anticipates the last appointment will be 48 hours before the prediction of landfall by the National Weather Service. SCMC recommends arriving at SCMC no later than 15 minutes prior to the scheduled lift time. Any Vessel not at SCMC at the time of the scheduled haulout will be required to reschedule the haulout and the possibility exists that the remaining time slots may not be available. A one hour time slot is provided for hauling and blocking the Vessel. \*\*\*Additional time will be billed at \$75.00 per 15-minute increment. It is the responsibility of the owner or vessel representative to remove any obstructions to the travel lift at time of haulout (wind generators, rigging, outriggers/antennas etc.)

3. TERM. The term of this Hurricane Haulout Reservation Agreement (HHRA) shall be from the time payment is made, and will expire on November 30<sup>th</sup> of this calendar year.
4. RENEWAL. Renewal of the HHRA is NOT automatic and at the discretion of SCMC. It is the responsibility of each Owner to contact SCMC prior to the end of each contract term to request renewal, if desired.
5. NO REFUNDS. There will be no refunds whatsoever for any HHRA fees.
6. STORAGE. SCMC will provide the Owner with storage space, blocking, jack stands. SCMC provides no assurances or guarantees of the reliability of the jack stands. No pressure washing of the Vessel's bottom will be done by SCMC upon haulout. SCMC will not provide any other hooks, anchors, tie downs, lines, rigging and/or and other equipment necessary to secure the vessel to the ground, or to protect the Vessel from any hurricane, storm surge or other weather conditions.
7. PRICING. HHRA fees are outlined below. At this time, the plan is limited to 15 vessels and will be on a first come first serve basis to the first 15 Owners to provide each of the following items below;
  - a. Payment for the HHRA.
  - b. Receipt of Copy of Insurance in compliance with item 16 below.
  - c. Signed HHRA.

**HHRA fee \$650.00**

8. OTHER CHARGES. In addition to the cost of the HHRA fee, all other standard fees will apply, including, but not limited to, haul out and storage fees.

**Storm haul out fees are:**

- Named storm: \$20.00/ft plus \$500.00 flat fee. All Vessels' measured length will include the bow pulpit, sprints, engines, davits, dinghies, platforms etc. Storage fees shall be \$3.00 per foot per day for a minimum of 3 days.
  - Named storm with St Croix in the National Hurricane Center's "Cone of Uncertainty": \$30/ft plus \$750 flat fee. All Vessels' measured length will include the bow pulpit, sprints, engines, davits, dinghies, platforms etc. Storage fees shall be \$3.00 per foot per day for a minimum of 3 days.
9. RE-LAUNCHING OF VESSELS. SCMC will begin launching all vessels beginning 48 hours after the storm has passed and it is safe to do so. It is the Owners responsibility to be ready for launch upon notification from SCMC. SCMC will use its best efforts to provide Owner of the approximate time of launch based on the order of boats hauled and the order in which they can be launched.
  10. SHORE POWER. No Vessel shall be allowed to connect to shore power. It is the Owner's responsibility to make sure that all battery switches are placed on the OFF position to preserve battery life.
  11. BOAT PLUGS. OWNER IS REQUIRED TO INSURE ALL PLUGS ARE REMOVED SO THAT THE VESSEL

WILL NOT COLLECT WATER WHILE AT SCMC. OWNER IS RESPONSIBLE FOR INSURING PLUGS ARE INSTALLED PRIOR TO RE-LAUNCHING THE VESSEL.

12. NO GUARANTEE/NO LIABILITY. It is expressly agreed that SCMC is not responsible for the safety or security of the Vessel during any hurricane or storm. The HHRA is an agreement on a best-efforts basis to place the Vessel in the yard but is not, either written or implied, a guarantee as to the safety of the Vessel. The HHRA is revocable without cause. SCMC is not responsible for any damage or loss to personal items, loose equipment, speedometer pickups, depth sounder transducers, trim tabs, bimini or canvas top or covers, radio, antennas, outriggers, flag masts or for any manufacturer's imperfections or hull weaknesses, or any other items attached to the Vessel. SCMC is not responsible for any perishable items or bait that may cause damage to the Vessel.
13. RIGHT OF REFUSAL. SCMC has the sole discretion to determine whether to haul out the Vessel from the water and to store any Vessel on land at SCMC's facility. SCMC reserves the right to refuse haul out from the water and store any Vessel for any reason whatsoever, including, but not limited to, the safety of the employees and the equipment, Owner's Vessel, other Vessel's stored at SCMC, weather conditions, loss of electricity, equipment failure or any other reason.
14. Vessel lien. Owner agrees that necessities and any other services provided to Vessel and/or Owner by SCMC are provided based upon the credit of the Vessel and Owner, and SCMC will have a maritime lien against the Vessel for any storage/dockage, other necessities, or other services provided by SCMC to the Vessel. All fees and charges must be satisfied prior to the launch of the Vessel. NO EXCEPTIONS.
15. PAYMENT. All payments for services and fees including the HHRA shall be made by credit card only. SCMC is entitled to recover from Owner its reasonable attorney's fees and costs that are incurred during the course of litigation or suits regarding this contract or payment for the work or services performed.
16. BOAT YARD RULES. No living aboard while the vessel is on land.
17. INSURANCE REIMBURSEMENT. Some insurers cover the cost of hurricane haul outs. SCMC will not collect from the insurance company under your policy. It is each Vessel Owner's responsibility to pay SCMC and receive reimbursement from their insurer.
18. INSURANCE REQUIREMENTS. **NO BOATS SHALL BE HAULED OUT WITHOUT PROPER INSURANCE IN PLACE. NO EXCEPTIONS.** Owner warrants and represents that the vessel is and will remain insured with marine protection and indemnity insurance in the amount of \$25,000.00 during the term of this agreement. Owner shall instruct its insurer to add SCMC as an additional insured on the Owner's insurance policy. Owner acknowledges that SCMC and its subcontractors do not provide or maintain any type of insurance for the benefit of the Owner or its Vessel.
19. WAIVER OF SUBROGATION. Owner and its insurers waive any and all rights to subrogation against SCMC.
20. OWNER LIABILITY. Any persons causing injury or damage to other persons, docks, or other Vessels shall be liable, therefore.
21. HOLD HARMLESS. Owner represents and warrants that Owner is entering into this HHRA at its own risk and shall not hold SCMC responsible for any damage to its vessel while on the yard whatsoever. Owner and Owner's heirs and assigns, hereby agree to hold harmless SCMC, the owners of SCMC, SCMC management and employees, or any agent of SCMC from any and all liability or damages for personal injury, loss of life, or property damages to Owner and Owner's captain, crew, family, employees, invitees and guests arising out of, or in connection with, the condition or use of the vessel, motor and accessories, or the use of

SCMC premises and facilities; and the Owner and Owner's heirs, and assigns, hereby release and agree to indemnify and hold harmless SCMC, the owners of SCMC, SCMC management and employees, or any agents of SCMC from any and all liability for loss or damage to the Owner or related to the Vessel, or the contents thereof, due to fire, theft, collision, windstorm, accident or like causes. It is agreed that SCMC is not responsible for damages to vessel due to fire, storm, theft, winds, acts of God, storm surges, outside labor, or the work of independent contractors, even if the said damages were caused by the negligence of SCMC, owners of SCMC, SCMC management or employees, or any agent of SCMC.

22. OPERATING THE VESSEL. It is understood and agreed that SCMC, its agents or employees, are authorized but not obligated to move and or operate the vessel while at SCMC. 23. VESSEL OWNERSHIP. The person signing below does hereby certify that the description of the Vessel as set forth above is correct and that he/she is the lawful owner of the vessel or is authorized to subject the vessel to the provisions of this agreement. 24. CHOICE OF LAW. The laws of the U.S. Virgin Islands will govern the rights and obligations of the parties with respect to choice of law and matters in controversy. 25. EXCLUSIVE JURISDICTION AND VENUE. The parties agree that the Superior Court of The Virgin Islands Division of St. Croix shall be the exclusive jurisdiction and venue for any actions or suits related to any agreement entered into with SCMC. 26. JURY TRIAL. The parties agree to waive the rights to a jury trial in any suits or litigation concerning the HHRA and any work orders. 27. NO WAIVER OR ELECTION OF REMEDIES. No action or failure to act by SCMC shall entitle the owner to legally presume, or a court to determine, that a waiver or election of remedies has been made such that other remedies are excluded or waived. 28. SEVERABILITY. In the event a court determines that one or more paragraphs, or sections thereof, of this Agreement or any other agreement with SCMC are deemed to be illegal or enforceable, then the remainder of the general terms and conditions of this agreement or any other agreement are intended to remain enforceable.

\_\_\_\_\_ Printed Name: Date:

\_\_\_\_\_  
Owner's Signature