

Terms of Business

Subject to which all yard work, storage and dock/mooring rental is accepted.

1. All work and services to vessels are provided at the sole risk of the vessel owner. Robinhood Marine Center, Inc. (hereafter referred to as the "yard") accepts no responsibility for damage to the vessel except that caused by its own negligence. All property is stored at the yard at the sole risk of the owner. **Evidence of insurance** sufficient to protect the yard and its customers and the owner's property from all risks caused by the vessel, its owners, crew, agents and guests including third party claims, **must be filed at the yard office** prior to the arrival of the vessel.
2. All persons using any part of the yard's premises and/or facilities do so at their own risk.
3. Due to restrictions imposed by insurance, no work or services shall be provided other than by yard personnel while the vessel is stored in buildings or on wharf or hoists owned by the yard.
4. Except as limited by the provisions of Paragraph 3, customers may perform work on their own vessels while in outside storage or at their slip or mooring. When performing their own work, the use of the yard equipment or tools is expressly prohibited. Unless the work is to be performed by the owner's permanent crew, any **work** to be performed by **non-yard personnel shall require the written permission of the yard (Rules and Regulations Regarding Independent Contractors)**. Before the yard will provide written permission for non-yard personnel to work on the vessel, the yard must receive satisfactory proof of general liability insurance and worker's compensation insurance. Work by non-yard personnel may only be performed during normal hours of yard operation (7:00 am to 3:30 pm mon.- fri.). Such worker(s) must check in at yard office upon arrival and check out upon leaving. Hourly facility use fee will apply. In all cases, the yard reserves the right to deny permission for or impose conditions on the performance of work by non-yard personnel when, in the sole discretion of the yard, such work imposes an unreasonable risk to or interferes with the rights of the yard, other owners, their authorized agents or invited guests.
5. Vessels moored or docked on a seasonal basis are required to have and to use an approved marine sanitation device. The discharge of untreated waste into the harbor is prohibited and will, at the sole discretion of the yard, result in the termination of the rights of the vessel to use the facilities or receive services of the yard. The vessel and the vessel owner agree to hold harmless and to indemnify the yard from any claims, injuries and damages of any kind including, without limitation, fees, fines or penalties and other costs incurred by the yard in defending any such claim.
6. We reserve the right to rent moorings and/or dock space on a daily basis to transient boaters when the seasonal occupant is known to be away. Seasonal occupants are required to inform the dock office whenever their boat will not be occupying its space for overnight or longer periods of time.
7. In the interest of safety or expediency, we reserve the right to move any vessel and/or gear at our discretion and at the owner's sole risk excepting only our own negligence.
8. We reserve the right to terminate, with or without cause, the hire of any moorings, berth, storage spaces, property or other yard facilities by giving fourteen (14) days written notice to the last known address of the vessel's owner. Vessels or property not removed from the premises following such notice will be charged on a daily basis until removed.
9. Prior to offering a vessel for sale in the yard, the owner must obtain the yard's written permission. At such time that permission is requested, the yard may request that its Yacht Sales Division be given the opportunity to list the vessel for sale.
10. Estimates are provided when requested and can be used in accordance with the "**Robinhood Marine Center Policy on Estimates**" which is available from the yard at the time an estimate is made. Time spent preparing the estimate is charged at prevailing yard rates.
11. A labor surcharge of ten dollars (\$10) per hour will be charged by the yard to install owner supplied equipment or to use owner supplied materials in the performance of any work or service. Warranties for said equipment are the responsibility of owner.
12. Any delivery date quoted is given in good faith but is not guaranteed. Vessels stored at seasonal rates on shore or in water will be launched or commissioned as near the end of the seasonal period as, in the opinion of the yard, tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels and also so as to make the most economical use of the facilities at our disposal. At the owner's request the yard will, if possible, launch his/her vessel at any suitable tide and weather conditions, but the cost of the moving other vessels for this purpose and/or any attendant expenses must be paid by the owner.
13. Boat owners and their guests are required to abide by the "**Marina and Boat Yard Rules and Regulations**", available upon request.
14. The yard warrants its work to be workmanlike and serviceable. The yard will correct defects in its work if notified of their occurrence within thirty (30) days after completion of the work performed. Vessels must be returned to the yard to receive warranty work. The yard EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY. The owner accepts and agrees that the yard shall in no case be responsible for consequential damages no matter how reasonable or certain of proof. If the owner expects the yard to be responsible for consequential damages he/she shall indicate that in writing at the time the request for work or services is made.
15. The yard reserves the right to maintain possession of the vessel to secure amounts due for work or services performed for the vessel. In the event overdue amounts including service handling fees are forwarded to an attorney or an agency for collection, the owner accepts and agrees that he/she will pay the cost of collection, including reasonable attorney's fees incurred in connection with the effort to collect the amounts owed.
16. Yard rates for space rented, work and services are subject to change without notice.
17. All orders for space rented, work and services are accepted on the understanding that the yard's terms of business apply and are enforceable in the Courts of Maine and/or in any jurisdiction in which the vessel may be found.