

Banana Bay Marina (Bahía Banano, S.A) **Dockage Agreement**

Only pleasure boats in good condition and under their own power shall be admitted to berthing areas. In the event of an emergency during the owner's absence (i.e. leak, bad lines, bilge pump breakdown), the marina management is authorized to initiate repairs as economically as possible which will be charged to the boat owner.

All vessels must maintain a valid permit for operation in the waters of Costa Rica. A current copy of this permit must be on file in the marina office.

Discharge of untreated sewage is prohibited in the marina. All waste must be disposed of in compliance with the laws of Costa Rica. No discharge of fuel, oil, inflammable liquids or oily bilge's into the marina basin. Please contact marina office for proper collection and disposal service of those products.

Boats leaving for an extended cruise will so notify the management. The marina reserves the right to rent all unoccupied berth space, however, transient vessels will move for vessels on seasonal or long-term contract.

RESPONSIBILITY FOR LOSS, DAMAGE, THEFT AND/OR INJURY: All boats and properties are stored at owner's risk and Banana Bay Marina (Bahía Banano, S.A.) assumes no responsibility or liability for loss damage or destruction of any boats or properties or death or injury of patrons, their guests, or agents. Banana Bay Marina assumes no liability for loss, damage or destruction of boat owner's property or death or injury of their agents or guests caused by boats or properties of other owners or any action thereof. Owners and agents expressly release Bahía Banano, S.A. and its employees and agents from any and all claims for such loss or damage. We periodically check your lines and altitude of your boat, but assume no responsibility therefore. If your boat is improperly moored or is taking on water, we will attempt to notify you.

OUTSIDE LABOR OR SERVICES: In cases of outside service arrangements, the owner acknowledges complete acceptance of liability and damages to his or other's property caused by, or resulting from, said services. Banana Bay Marina has no objection to the performance of minor repairs and maintenance by owner's Captains, but reserves the right to approve or reject any major work or work which will cause inconvenience or damage to Banana Bay Marina or other patrons.

BILLINGS: All charges are due with the conclusion of the services rendered. No boat will be authorized to leave the marina without prior payment of all charges submitted to the owner, lessee or his agent. Monthly billings or temporary charge arrangements may be requested prior to use of the facilities. In an effort to provide an inviting atmosphere for boat owners at this marina, the following rules are provided for your protection and convenience. Your cooperation in observing these rules is greatly appreciated.

1. Please dispose of trash in garbage containers provided. Do not throw waste or refuse into the basin at any time.
2. Any electrical, mechanical, or structural defect or failure should be brought to the attention of the marina management to facilitate necessary repairs.
3. No additions or changes of any kind shall be allowed on any dock or storage area.
4. Dock storage boxes shall be subject to the approval of the management.
5. No fish shall be cleaned or disposed of in any area other than provided by management.
6. Boats should use discretion operating engines, generators, radio and television sets so as not to create a nuisance or disturbance to other boaters.
7. Swimming, diving or fishing is not permitted from the docks or piers in the marina.
8. No open flames in the marina. No charcoal fires.
9. Pets shall be leashed within the confines of the marina and relieved on designated grass areas. Pets permitted only if they do not disturb other guest.

I have read the above marina agreement and agree to abide by them. I acknowledge that I can be expelled from the marina if I or my employees or guests violate these rules.

Signed _____ Date _____