



**The following terms and conditions are part of the agreement/invoice/statement on the reverse side, and the services being rendered by Knierim Yachtbau GmbH, its officers, vessels, crewmembers, employees, and agents are solely in consideration of Owner's / Agent's agreement to the following terms and conditions:**

1. Payment is due upon completion of the services. Any amounts unpaid thirty (30) days after the completion of services shall bear interest at the rate of 1.5% per month (18% per annum) from the date of completion. No boat will be launched until all KNIERIM YACHTBAU's invoices are paid in full. Customers are reminded that storage charges are due IN FULL when billed.
2. KNIERIM YACHTBAU shall have a lien against the Owner's vessel and its gear, machinery, equipment, appurtenances and contents for unpaid sums and/or for damage caused or contributed to by the Owner, his vessel, and his guests to any property of KNIERIM YACHTBAU.
3. KNIERIM YACHTBAU shall not be responsible for, and expressly disclaims, any responsibility for, any loss or damage to the vessel or loss or damage to any articles of personal property, gear, equipment, or appurtenances on or in the vessel, whether due to fire, theft, or any and all other causes whatsoever, including any negligence of KNIERIM YACHTBAU's personnel or agents. Owner further warrants that there is adequate insurance covering the full value of the vessel for all risks and further acknowledges the agreement of the parties that the risk of any loss to the vessel shall be borne by the Owner's insurer, and that all rights of subrogation against KNIERIM YACHTBAU by said insurer are waived. Owner expressly and fully waives and releases any and all claims against KNIERIM YACHTBAU for any injury to persons or damage to property occurring during KNIERIM YACHTBAU's provision of any services under this agreement, whether or not as a result of the ordinary negligence of KNIERIM YACHTBAU or otherwise.
4. This contract does not constitute a bailment, express or implied and any services provided hereunder shall constitute a rental of space only. Owner agrees to indemnify, defend and hold harmless KNIERIM YACHTBAU, its officers, vessels, crewmembers, employees, and agents, from and against any and all claims due to loss, damage, or injury to persons or property occasioned by, or arising from, the duties assumed under this agreement or the care, protection, or use of the vessel (including the vessel's gear, machinery, equipment, appurtenances and contents) under any circumstances, including, but not limited to, fire, theft, weather, vandalism, collision, or other cause, whether caused by the negligence of KNIERIM YACHTBAU, its officers, employees, agents, or otherwise.
5. Because KNIERIM YACHTBAU does not accept any liability for your vessel, it is a condition of this agreement that you must maintain a policy of marine insurance on the vessel in an agreed amount. In addition, you are required to carry marine liability (protection and indemnity) insurance on your vessel of at least EUR\$1 million (unless the lesser amount of EUR\$500,000 is accepted by KNIERIM YACHTBAU), with KNIERIM YACHTBAU named as an additional insured.
6. No outside labor or independent contractor's work is allowed unless permission is obtained from KNIERIM YACHTBAU. Once the vessel is hauled, blocked and propped ashore, Owners may work on their own vessels. All welding, cutting, torching, grinding of metal, charcoal fires, open fires, etc. is prohibited. When Owners work on their vessels, they must use vacuum sanders and when working on the vessel bottom, a tarp must be placed on the ground. Owner is responsible for emptying his/her holding tank. Dumping or washing of hydrocarbons, sewage of any kind or any other pollutants is absolutely prohibited. Owner agrees to comply with all federal, state and local laws. Any criminal and/or civil violations of any environmental law, ordinance, regulation, etc. by Owner may subject him/her to fines/penalties/damages/costs and Owner agrees to defend, hold-harmless and indemnify KNIERIM YACHTBAU for any fines/penalties/damages/costs incurred due to Owner's and/or his/her agent's failure to comply with all applicable regulations.
7. Under no circumstances shall Owner move vessel stands and/or blocks from under a vessel.
8. Owner (and his/her guests for whom he/she is responsible) agrees to conduct himself/herself at all times when on KNIERIM YACHTBAU's property or on any vessel moored or docked therein, so as to create no annoyance, hazard or nuisance to KNIERIM YACHTBAU or to other tenants. Owner must keep the area around his/her vessel clean daily, or KNIERIM YACHTBAU may do so at Owner's expense. No vessel will be launched unless the area around the vessel is clean.
9. All trash and litter shall be placed in the trash cans provided. Absolutely no paint cans, brushes, rollers, trays, rags or other paint residue shall be disposed of on KNIERIM YACHTBAU property.
10. Owner is fully responsible for the water tightness of his/her vessel upon launching and thereafter. Any pumping or checking by the yard, or use of yard pumps, is solely at KNIERIM YACHTBAU's discretion and will be charged at KNIERIM YACHTBAU's standard rates.
11. In the event any term(s) or portion of this agreement is determined to be void, unenforceable, illegal, or invalid, the term(s) or portion so determined shall be severed from this agreement and the balance of this agreement shall remain in full force and effect. This is the entire agreement between the parties and it may not be modified or amended except by a written document signed by the party against whom enforcement is sought. Any reference herein to "KNIERIM YACHTBAU" is to be read as collectively including its officers, vessels, crewmembers, employees, and agents. The parties agree that the courts of the Federal Republic of Germany, and the Federal Courts located therein, shall have exclusive jurisdiction over all matters arising from this Agreement.