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Regent Point Marina Contractor Regulations

The terms of this document shall be considered as fully incorporated into the Regent Point Marina (“RPM”) Access Permit (“Permit”) and supersedes all previous regulations, requirements and or contracts for outside contractors.

“Contractor” means, but is not limited to a person, persons, partnership, limited liability company, corporation or any other organization or entity that is providing goods and/or services to a vessel at RPM on shore or in the water.

Every Contractor must apply for and receive an RPM Permit before delivering goods or providing services to any vessel on RPM Property.

This Permit is valid for one year from issuance, revocable by RPM at any time, without notice and without reason, and is subject to the terms set forth below:

INSURANCE:

- 1) Type 1 Contractors, as defined in the Marina Access Permit Schedule shall have and maintain current insurance policies with the following minimum coverage:
Commercial General Liability (CGL)
Marine Operators Legal Liability (MOLL) or the equivalent
Protection & Indemnity (P&I) or the equivalent

A minimum limit of \$1M per occurrence, in each category, **with RPM named as an additional insured party is required.**

- 2) Type 2 Contractors, as defined in the Marina Access Permit Schedule, shall have and maintain a CGL policy with a liability limit of \$1m per occurrence **with RPM named as an additional insured party.**

All Contractors shall have and maintain an Automobile Liability Policy (ALP) with a minimum Coverage of \$500,000

All Contractors on RPM property shall have a Workman’s Compensation Insurance Policy valid for the Commonwealth of Virginia **if they are required by law to carry such insurance.**

Certificates of Insurance for these policies shall be provided when applying for the Permit. If the Certificate of Insurance for Type 1 Contractors does not include CGL, MOLL and P&I coverage then **RPM requires the broker providing Contractor insurance to provide a letter confirming the coverages provided by the Contractor's policy(s).**

Each Certificate of Insurance shall provide that RPM shall be notified, in writing, within 24 hours of the occurrence in the event the policy expires or is terminated. Permits are only valid during the period when all insurance requirements are fully in force.

MISCELLANEOUS

- 1) Contractor, **if required by Middlesex County**, must possess and provide a copy of a current Middlesex County BPOL.
If the BPOL expires during the term of this Permit, Contractor must provide a new BPOL in order for the Permit to remain valid.
- 2) Contractor must sign in and out daily at the RPM boatyard office.
- 3) Contractor may only be on RPM property between the hours of 8 am and 4:30 pm Monday thru Friday. No contractor shall be allowed on RPM property on any holidays that RPM is not open for business.

Violation of any of these provisions may, in the discretion of RPM, may result in the forfeit of the privilege to work on RPM Property and cause to termination of the Permit.

- 4) Issuance of the Permit is at the sole discretion of RPM.
- 5) Contractor shall be responsible for any and all property damage and/or bodily injury caused by or attributable to Contractor while on RPM property, irrespective of negligence.
- 6) In the event RPM is required to commence legal action against Contractor to enforce its rights RPM shall be entitled to all reasonable legal fees and expenses incurred by RPM.

7) General Indemnification for Third-Party Claims.

(a) Contractor agrees to defend, hold harmless and indemnify RPM and its directors, officers and employees (collectively, the "Indemnified Party") from and against all losses, expenses and liabilities in connection with third-party claims (whether meritorious or not) arising out of or relating to:

(I) any breach of any obligation of the Contractor contained in this Agreement;
or

(ii) the death or bodily injury of any agent, employee, customer, business invitee or business visitor of RPM, to the extent that such loss was proximately caused by a tortious act or tortious failure to act of the Contractor or its respective directors, officers, employees or agents.

Regent Point Marina Access Permit

Contractor Name: _____

Contractor Address: _____

Contractor Phone Number _____
Contractor Cell Phone Number _____

Contractor Type 1 or 2 (circle which applies)
Contractor has provided copies of Certificates of Insurance Yes/ No
Contractor has provided copy of Middlesex County BPOL Yes/ No/Exempt
Contractor Vehicle License Plate # _____

Contractor Vehicle Type _____

Contractor Type Schedule

Contractor Type:
Type 1) Yacht maintenance including but not limited to the following services:
Electrical, Plumbing, Engine, Paint / Varnish refinish
Fiberglass /Gelcoat repair, Rigging, Refrigeration, HVAC, Electronics,
Woodworking
Type 2) Sailmaker, Canvas and Upholstery Maker,
Scuba Diving Service, Sign painter, Sand Blaster
Cleaning / Detailing

I have read, understand and agree to comply with the “Regent Point Marina Contractor Regulations” attached hereto and the “Type Schedule” set forth above as a condition of my being permitted to enter RPM premises.

Signed _____

Print Name _____

Date _____

Permit Issue Date _____

RPM Agent _____