

MARINA FACILITIES AGREEMENT – Peter Island Resort (2000) Limited, BVI

This Agreement is made on _____ day of _____ 202 _____

BETWEEN: Peter Island (2000) Limited, d/b/a Peter Island Resort & Spa (“We/Us”)

Address: P.O. Box 211, British Virgin Islands, and

(a) Vessel Owner or Charterer (“You/Your”):

ADDRESS:

CITY: _____ COUNTRY: _____

PHONE: _____ EMAIL: _____

(b) Designated Berth Location:

BERTHING PERIOD:

START DATE: _____, 202 _____

END DATE: _____, 202 _____

BERTH: The dock(s) in the Marina Facilities or mooring balls as designated by Peter Island (2000) Limited d/b/a Peter Island Resort & Spa (“Peter Island Resort” or “Our”) from time to time for mooring and docking.

BERTH PERIOD: Starting at 12:00 pm on the first day of the period and ending at 11:00 am on the last day of the period, or as otherwise mutually agreed or extended by the parties.

FEES: US \$ _____ per day and as per Annex B

PAYMENT DATE: Due upon reserving a Berth for the Berthing Period as otherwise mutually agreed by the parties in writing.

YOUR VESSEL:

a. Registered Owner of Vessel, Vessel Name and Description:

b. IMO No., Flag, and/or Registration No.:

c. Type: Power: _____ Sail: _____

d. Make: _____ Model: _____ Year: _____ Hull Type: *Multihull* *Monohull*

e. Size: LOA: _____ Beam: _____ Draft: _____

f. Telephone/SAT Phone Number: _____

g. Shore Power Requirements: 15amp 2 x 15amp 32amp 63amp 125amp

h. Captain/Master: _____, and any other person who may be in control of the Vessel from time to time.

i. Insurance: Name of liability underwriter

TERMS AND CONDITIONS

WHEREAS, Peter Island Resort owns and operates the Peter Island Resort & Spa located at Peter Island, British Virgin Islands, which comprises of (among other things):

a. Berth(s) (“the Marina”); and

b. land adjacent to or in the vicinity of the Marina which is associated with the use of the Marina and contains various marine facilities and the Peter Island Resort & Spa. (“the Facilities”)

(collectively “the Marina Facilities”).

WHEREAS, You own or charter the Vessel and have requested access to the Marina Facilities for the purpose of Berthing Your Vessel.

WHEREAS, Peter Island Resort agrees to allow You to berth Your Vessel and use the Marina Facilities for a Fee in accordance with the Terms and Conditions of this Agreement.

WHEREAS, the Peter Island Resort offers no warranties or guarantees as to water depth, as to safe berth, or safety of waters to access, or the sustainability of any Vessel to berth or dock. You assume all risks on an “as is,” “where as” basis.

WHEREAS, Any and all civil disputes and claims against Peter Island Resort are subject to arbitration.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, it is hereby agreed as follows:

1. VESSEL BERTH AND USE OF THE MARINA

- a. In consideration of paying to Peter Island Resort the Fee(s) and complying with the Resort and Marina Rules and Regulations at Annex A and Annex B hereto and published on Peter Island Resort's website, Peter Island Resort agrees to allow You to:
 - i. Berth/Moor Your Vessel in a designated Berth;
 - ii. Use the Berth and Marina Facilities for the purpose of embarking and disembarking from Your Vessel; and
 - iii. Access those parts of the Marina Facilities and Peter Island Resort intended for common use, and for the purposes for which they are intended, during any Berthing Period from the Start Date to the End Date, pursuant to the Terms and Conditions set out in this Agreement.

2. COMPLIANCE WITH THE MARINA RULES

- a. You must at all times, promptly and at Your sole cost and expense, comply with the Resort and Marina Facilities Rules and Regulations, which are incorporated into this Agreement by reference at Annex A.

3. PAYMENT AND OTHER IMPORTANT MATTERS

Payment and Cancellation

- a. You must pay to Peter Island Resort any Fees and amounts owing under this Agreement by any method reasonably required by Peter Island Resort, in full and without set-off, counterclaim, withholding or deduction. You may be required to complete a credit application form.
- b. If You fail to pay the Fee to Peter Island Resort by the Payment Date, or any other amount owing under this Agreement by the relevant due date, we reserve the right (at our absolute discretion) to:
 - i. Refuse to allow You to use, access and/or occupy the Berth and/or the Marina Facilities;
 - ii. Stop providing utilities and other services;
 - iii. Charge interest on any unpaid portion of the Fee at eighteen percent (18%) per Annum; and/or
 - iv. Order You to vacate the Berth and/or the Marina Facilities.
- c. Once You have paid the Fee to Peter Island Resort for any particular Berthing Period, the Fee will be non-refundable and is not transferable.

Services

- a. In addition to the Fee to use the Berth, You may request Services as per Annex B or otherwise agreed to by Peter Island Resort and must also:
 - i. Promptly pay, or as otherwise agreed in writing, any and all charges (whether imposed by Peter Island Resort or a third-party provider) associated with any utility, refueling or other service (on a usage basis) supplied directly to the Berth or the Marina Facilities or which relate to Your use and/or occupation of the Berth or the Marina Facilities; and
 - ii. If, at Your request, we provide You with any additional Services beyond what is contemplated in this Agreement, or we procure that additional Services be provided to You, pay Peter Island Resort for those Services at the rate agreed (or in the absence of agreement, the rate customarily charged by Peter Island Resort at the time for such services) at the times agreed between the parties and, in the absence of any such agreement, on demand. Annex B includes Additional Fees and Services.
 - iii. Certain Fees and Services are contained in Annex B.

Vessel Fueling

- a. Any refueling of Your Vessel at the Marina Facilities must only be done at the fueling facility as designated by Peter Island Resort from time to time at an additional charge.
- b. Fuel must be booked in advance. We also may require You to make payment in advance.
- c. Upon completion of refueling (and payment if not already made), Your Vessel is required to depart from the fueling facility.
- d. No spilling of fuel or oil is permitted from Your Vessel during refueling. It is Your responsibility to ensure this does not occur. Any such incidents must be reported to Peter Island Resort immediately. We will then ascertain what steps are necessary to rectify the situation. The costs of any such rectification will be borne by You.

4. RESERVATION

- a. You acknowledge and agree that:

Non-Exclusivity

- i. Your right to occupy and use the Marina Facilities is non-exclusive, and may be subject to availability on a first-come, first-serve basis or otherwise as we determine.

No Representations or Reliance

- i. We have not made any representations to You (in any form) regarding the suitability of the Berth and/or the Marina Facilities for their intended use;
- ii. You must make and rely on Your own inquiries regarding the suitability of the Marina Facilities for their intended use.

5. RISK

- a. You will be using and/or occupying the Berth and the Marina Facilities at Your own risk and must not cause damage to the Marina Facilities or any other vessels using the Marina Facilities.
Interruption to Services
- b. We will not be liable to You for any loss or damage which You may suffer because of any unforeseen interruption to any utility, refueling or other Service provided to the Berth or the Marina Facilities at any time.
Surrounding Environment
- c. There are a number of inherent, obvious, and other risks involved in operating vessels outside of the Marina Facilities and participating in any water activities in the surrounding environment and Peter Island Resort & Spa makes no representation and offers no warranties.
- d. We will not be liable for any failure on Your part to properly educate Yourself, Your associates, or traveling party of any risks associated with using the surrounding environment and taking necessary steps to minimize those risks; and
- e. You and Your Associates will be navigating and using the Surrounding Environment at Your own risk.

6. INSURANCE

- a. You must have in place and maintain insurance coverage for any liabilities arising out of the use of the Marina Facilities with a reputable insurer for the duration of any Berthing Period unless otherwise agreed to in writing to cover any damages to Your Vessel, any third-party liability, and your obligations under this Agreement.
- b. At any time requested by Peter Island Resort prior to the End Date, You must provide Peter Island Resort written evidence, including copies of any certificate/s of currency and/or policy wordings, showing that You have in place adequate insurance in compliance with this clause.

7. RELEASE & INDEMNITY

- a. For valuable consideration, You agree:
 - i. To release, defend, indemnify, and hold harmless, Peter Island Resort & Spa and any related entities and their respective officers, agents, employees, representatives, and their insurers from any claim or damage, loss, or liability You and your wards, associates, Guests or traveling party incur including, but not limited to, personal injury, death, or property loss (to the extent permitted by law) regardless of fault or negligence related to or arising out of Your use of the Marina Facilities of Peter Island Resort; and
 - ii. To maintain insurance to cover the liabilities and obligations assumed in this Marina Facilities Agreement and that such insurance shall be primary and waive subrogation against Peter Island Resort, their related entities, officers, agents, employees, and representatives.

8. DEFAULT

- a. You will be in default of this Agreement if:
 - i. You fail to pay the Fee or expenses incurred;
 - ii. You fail to promptly comply with, or ensure compliance with, any of the terms and conditions of this Agreement which ought to be performed or observed by You or Your Guests;
 - iii. You fail to vacate or otherwise surrender the Berth when directed by Peter Island Resort; or
 - iv. You enter into any form of external administration, liquidation, bankruptcy, insolvency or are wound up or dissolved, enter into a scheme of arrangement for creditors, are placed under administration or a receiver and manager is appointed.

9. TERMINATION

Our Right to Terminate

- a. Peter Island Resort may terminate at its convenience or for cause including violation of any rules of the Marina Facilities, or if in Peter Island Resort's opinion, You present a safety risk or are in default under this Agreement.
 - i. Upon notice of termination and a reasonable opportunity to act, We may:
 1. Immediately enter upon and move the Vessel to another area either within or outside of the Marina Facilities;
 2. Exercise a lien or other similar right over the Vessel for any amounts which are owed by You to Peter Island Resort;
 3. Retain possession of Your Vessel until such time as any amounts which are owed by You to Peter Island Resort & Spa have been paid in full;
 4. Immediately seize, sell and/or dispose of Your Vessel in any manner we see fit (including by way of public auction or private sale) – which you hereby authorize us to do; and/or
 5. Charge You for, or recover from any sale proceeds, the reasonable costs incurred by Peter Island Resort in doing any of the above, which becomes a debt due and payable to Peter Island Resort & Spa, without further notice of any liability to You and notwithstanding the provisions of any law (to the extent permitted by law);
 - ii. We will not otherwise be restricted or limited in Our right to continue or pursue any recovery claim or proceeding that We may otherwise have against You.

10. END OF BERTHING PERIOD OBLIGATIONS

- a. In addition to Your general obligations contained in the Resort and Marina Facilities Rules and Regulations, You must, on or before the end of each Berthing Period or the earlier termination of this Agreement:
 - i. Remove Your property and Your Vessel from the Berth and the Marina Facilities; and
 - ii. Otherwise remedy any breaches of this Agreement.

II. GENERAL

ASSIGNMENT

- a. This Agreement is not assignable or transferable. You may not sublet or permit any person to use or occupy the Berth and/or the Marina Facilities, without Our prior written consent.
- b. You must ensure (and procure that) Your Associates and guests comply at all times with the terms and conditions of this Agreement.
- c. You will be fully responsible for the actions and conduct of Your associates and guests at all times while they are present at Peter Island Resort and within the Marina Facilities, including anything which if done by You would constitute a breach of this Agreement.

Arbitration And Governing Law

d. This Agreement is governed by the General Maritime Law of the United States and as to matters not covered thereunder the laws of Michigan, U.S.A. Alternatively the laws of the British Virgin Islands shall apply, if the above laws are determined to be inapplicable or unenforceable. The parties elect to arbitrate any dispute against Peter Island Resort & Spa in Grand Rapids, Michigan, U.S.A., under the rules of the Commercial Arbitration Rules of the American Arbitration Association. If this arbitration clause is not enforced, the parties submit to the exclusive jurisdiction of the federal courts of United States within the State of Michigan in relation to any dispute.

Capacity

- e. By entering into this Agreement, You warrant and represent to Peter Island Resort & Spa that:
 - i. all of the warranties, statements and/or information provided by You to Peter Island Resort & Spa prior to entering into this Agreement, as set out in this Agreement or otherwise provided to Peter Island Resort & Spa, are, or will be, true and correct in all respects;
 - ii. You have obtained all authorities and/or consents needed by You to enter into this Agreement and do all things contemplated by this Agreement from any government or regulatory body or other person who has an interest in the Vessel;
 - iii. You, and any duly authorized representative/s who execute this Agreement for and on behalf of You, have full power and authority to enter into this Agreement; and
 - iv. You are entering into this Agreement in Your personal capacity and not as an undisclosed trustee on behalf of any trust, unless You have given notice in writing to Peter Island Resort or such details are specified on the first page of this Agreement.

Severability

f. If the whole or any part of a provision of this Agreement is void, illegal or unenforceable, that provision will be deemed severed from this Agreement, but the balance of this Agreement will remain in full force and effect, unless the severance alters the basic nature of this Agreement or is contrary to public policy.

Modification

g. The provisions of this Agreement shall not be modified unless the parties otherwise agree in writing.

Waiver

h. No waiver of any obligation owed by You will be effective unless it is in writing and the acceptance by Peter Island Resort of payment of any fees due under this Agreement will not constitute a waiver by Peter Island Resort & Spa.

**EXECUTION
Executed As An Agreement**

VESSEL OWNER or CHARTER

PETER ISLAND RESORT & SPA

BY: _____
ITS: _____

BY: _____
ITS: _____

Annex A: Resort and Marina Facilities Rules and Regulations

Peter Island Resort & Spa is private and its use is subject to the permission of its management. The following Rules and Regulations shall be strictly complied with at all times. Vessels and Guests that are not in compliance are subject to being ordered to vacate their berth, mooring location or Peter Island Resort & Spa when directed to do so by the management of Peter Island Resort & Spa.

DEFINITIONS:

- PIR – Peter Island Resort & Spa, including its Marina Facilities, and PIR properties.
- Berth(s) – Means vessel slip or mooring balls and PIR Marina. The Berth and PIR Marina may be referred to as Marina.
- Facilities – Means the lands adjacent to or in the vicinity of the Marina which are associated with the use of the Marina and including various Marina Facilities.
- Guests – Registered Guests and authorized visitors of PIR and their wards, along with any Vessel berthing at the PIR Marina and their associates.
- Marina Facilities – Means the PIR Marina, and the Facilities collectively.

ACCESS:

1. BVI CUSTOMS AND IMMIGRATION – All Vessels, their respective Owners and/or Charterers, and Guests of PIR (“You”) shall comply with any Customs and Immigration requirements of the British Virgin Islands (“BVI”) and shall be responsible for complying with all entry and clearance requirements. You must demonstrate to PIR that all Customs and immigration clearance procedures have been followed. Failure to provide any reasonably requested documents will result in a Berth being denied.
2. TRANSPORTATION TO AND FROM PIR – Guests may access PIR via its Marina Facilities, by private Vessel services, or by purchasing a Peter Island Ferry & Guest Ticket. If a Guest is not traveling to or from PIR via the Peter Island Ferry, PIR reservation agents can assist with providing information on third party vessel transportation services, but PIR does not assume responsibility for nor warrant the suitability of any third-party operated vessel transportation to and from PIR.

GENERAL RULES:

1. THE FOLLOWING ACTIVITIES ARE STRICTLY PROHIBITED:

- a. Vessel Oils and Fluids. Pumping of any oils, gas or any foreign fluids from your Vessel in the Marina Facilities or elsewhere is prohibited. If this happens, please advise the marina office of such actions so we can actively clean up. Violators may be asked to leave the Marina Facilities following investigation.
 - b. Pumping of Vessel holding tanks. Sewerage, refuse, or garbage may not be discharged in the Marina Facilities. Any pumping of holding tanks in the Marina Facilities is prohibited. Ensure you follow the BVI regulations regarding pumping before entering the marina. Violators will be asked to leave the Marina Facilities following investigation. PIR can assist with certain disposals.
 - c. Vessel Repairs or Maintenance of any kind is allowed in the Marina and/or surrounding waters of PIR. This includes, but is not limited to, sanding, drilling and/or fiberglass repairs. Avoid depositing any material in the marina waters.
 - d. Grilling or use of any other devices with open flames.
 - e. Discarding fish entrails or waste into the Marina waters.
 - f. Fishing in the Marina.
 - g. Swimming in the Marina.
 - h. Hull cleaning or cleaning of Vessel bottoms unless permission is granted by the Marina Manager.
 - i. Fighting, threatening language or disorderly conduct will not be tolerated.
 - j. Pets are not allowed on PIR property. Fully trained service dogs are allowed. Service animals in training, emotional support animals and comfort animals are not allowed. Notice must be provided in advance.
 - k. No personal property, dock boxes or Vessel equipment shall be placed on any Berth. No items should be left on any PIR property to impede access for other Guests.
- l. Laundry shall not be hung on Vessels, docks, or PIR property. PIR has a laundry service. Please ask for more information from the PIR staff.
 2. There shall be no music played or noise that will disrupt any other Guest after 10:00 pm. Please respect quiet hours from 10:00 pm to 7am.
 3. The Marina Facilities and PIR are unprotected from any force majeure so when a tropical storm or hurricane approaches, You will be expected to leave the Marina Facilities and PIR and seek shelter at a designated hurricane shelter around the BVI. We reserve the right to move Your Vessel or You in the event you are unable to do so.
 4. Vessel Owners and/or Charterers are responsible for power cables that are damaged. PIR will not be responsible for any shortage or damage to appliances on board any Vessel. Ensure that you are receiving stable power. Any arcing of your plug to the pedestal will not be the responsibility of Peter Island Resort.
 5. All dock lines and power cables should be properly and skillfully placed on the docks by Vessel Owners. Ensure it does not pose a hazard to anyone traversing the docks.
 6. Check in will be 12 noon and check out will be 11 am. Permission should be granted for late check-out once possible.
 7. Guests are responsible for any PIR property damage that they cause.

VESSEL OWNERS AND/OR CHARTERERS:

1. Vessel owners, charterers, and skippers are responsible for Your Vessel while at Berth at Your own risk. PIR will not be responsible for any loss, theft, damage, or injury that may be incurred in connection with occupation of any Berth.
2. Your Vessel must be kept in a sound, safe, secure, watertight, and seaworthy condition.
3. Your Vessel will only be admitted to the Marina Facilities if it is in a seaworthy condition and is under its own power, except in the case of a volunteer marine rescue recovery.
4. A maximum speed limit, if posted, is to be observed when Your Vessel is approaching, within or departing from the Marina Facilities.
5. You must:
 - a. Comply with standard navigational practices and navigate Your Vessel in the Marina Facilities so as to not endanger or inconvenience other vessels, users of the Marina Facilities, and Guests;
 - b. Ensure Your Vessel is operated in a safe and proper manner by a person who has sufficient skills, qualifications, training and experience to do so; and
 - c. Ensure Your Vessel or any tender is not operated recklessly or negligently or cause any damage.
6. If any oil leak occurs from Your Vessel or otherwise, it must be:
 - a. Contained by a suitable method, for example, by using the spill kits located throughout the Marina Facilities;
 - b. Notified to PIR Marina Facilities manager immediately;
 - c. Disposed of in the oil recycling containers located at the Marina Facilities;
 - d. Repaired as soon as possible; and
 - e. Made available for inspection by PIR.
7. You must not discharge anything of whatever nature into the waters in the Marina Facilities and must not, while the Vessel is in the Marina Facilities, use any toilet on the Vessel unless the toilet is connected to an approved holding tank in the Vessel.

BERTH AND MOORING:

1. The Vessel must at all times:
 - a. Be moored within the dimensions of the Berth;
 - b. Not exceed the engineering rating of the Berth;
 - c. Not encroach on the boundary of any other Berths in the Marina Facilities or overhang any walkway or pier; and
 - d. Be moored with mooring lines (provided by You) which are in good condition and are adequate for the size and weight of the Vessel.
2. The Vessel shall use power leads which are compliant with the applicable laws and have been checked for correct polarity and have been tested prior to the Start Date of your reservation at PIR or the Marina Facilities.
3. PIR reserves the right to disconnect (without notice) power cords if we consider them to be potentially dangerous, damaged, across walkways and (in particular) if they are being used in non-compliance.
4. Obtain and maintain any necessary permits, consents, approvals, licenses, and/or registrations to operate the Vessel, the business (in the case of commercial operators) and/or access the Marina Facilities.
5. Make arrangements to ensure the safe, proper and lawful transportation to and from PIR including the disembarkation of all persons from any Vessel.
6. For Vessels, unless otherwise agreed to or allowed by us, provide and use Your own equipment (and not Ours) in relation to Your use of the Berth, including but not limited to using Your own (branded) trolleys which are safe and comply with all relevant guidelines, standards and/or regulations.
7. For Vessels, ensure that any gates, entrances and/or exits within the Marina Facilities which are opened by You are properly closed (and secured, if appropriate) after each use.
8. For Vessels, ensure that no unauthorized persons or external contractors access the Marina Facilities, without first obtaining Our prior written consent.
9. Display any "for sale" or other similar sign on the Vessel, the Berth or anywhere else on the Marina Facilities, or advertise the Vessel as being for sale from the Berth (or that the Berth is for sale).
10. Undertake or perform vessel repairs or maintenance as per 1(c), other than minor internal repairs, mechanical adjustments and/or electrical work (for which You have obtained Our prior written consent).
11. Allow any contractors or repair personnel to carry out work on the Vessel within the Marina Facilities unless they have been approved by Peter Island Resort.
12. Use PIR, its Berth or the Marina Facilities for any purpose other as contemplated by Peter Island Resort on granting You the right to use the Berth or the Marina Facilities.
13. Allow any vessel other than the registered Vessel to use the Berth and/or enter the Marina Facilities.

GUEST CONDUCT:

1. You must promptly, at all times and at Your own cost:
 - a. Observe, perform, fulfil, and comply with (on time) all requirements of any applicable law, statute, rules, regulations, engineering rating, industry standard or requirement. This also includes the business (in the case of commercial operators) and/or Your use or occupation of the Marina Facilities and PIR properties.
 - b. Enclosed footwear must be worn at all times while You are within the PIR Facilities, including but not limited to any walkways, the fuel wharf, refuse station, and the Marina Facilities.
 - c. Noise should be kept to a minimum at all times and You must have regard to other occupiers of the Marina Facilities when operating radios and/or musical apparatus so as not to create a nuisance.
 - d. Children under 18 years of age must be supervised by adults at all times while in the Marina Facilities and PIR including pools and walking on and off docks.
 - e. No feeding of fish or birds within the PIR properties is permitted.
 - f. Consumption of alcohol not purchased at PIR is prohibited within the PIR or Marina Facilities, except onboard a Vessel.
 - g. Smoking is not permitted anywhere in the PIR Facilities and Marina.
 - h. You must not do anything which is immoral, noxious, offensive, hazardous, or likely to cause nuisance or injury to any person.
 - i. You shall be solely responsible for the conduct of Your associates. Disorderly conduct may result in PIR requesting that You or Your associates vacate PIR.
 - j. No chemicals, flammable or volatile liquids or substances (including gas) may be stored in the Vessel other than those that are reasonably required for the operation of the Vessel (and then only in such quantities as are reasonably required and in appropriate and approved containers) or used within the Marina Facilities except as otherwise approved by PIR. We may conduct inspections and/or audits of the Vessel to ensure Your compliance with this clause and the overall safety of the Marina Facilities. You authorize PIR to board the Vessel for this purpose.
 - k. After giving PIR notice, promptly repair any damage caused by the act, omission, negligence or default of You or Your Associates as the case may be as directed by PIR, or (on demand by PIR) pay to PIR the cost of undertaking such repairs so the We can engage Our own contractors.
- l. In any way obstruct, overload, alter or interfere with:
 - i. The Berth, the Marina Facilities, the Facilities Areas, and/or the PIR;
 - ii. The embarkation or disembarkation of persons or goods from other vessels at the Marina Facilities or PIR;
 - iii. The proper and ordinary operation of the Marina Facilities; and
 - iv. The connections, fittings or equipment relating to the supply of water, gas, electricity or other services to the Berth and/or the Marina Facilities.
- m. Erect, set up, install, store or leave behind any signage, structures or property (temporary or otherwise) on the Berth or anywhere within PIR, unless You have Our prior written consent.

INDEMNITY AND DISPUTE RESOLUTION:

YOUR VESSEL, ITS MASTER, AND/OR VESSEL CHARTERERS AND GUEST OF PETER ISLAND RESORT & SPA SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS PETER ISLAND RESORT & SPA, ITS EMPLOYEES, MANAGEMENT, AND AFFILIATED ENTITIES FOR ANY AND ALL DAMAGES, CLAIMS, LAWSUITS, FINES, OR PENALTIES THAT MIGHT ARISE OUT OF OR BE RELATED TO ANY BREACH OF THE RESORT AND MARINA FACILITY RULES AND REGULATIONS REGARDLESS OF ANY COMPARATIVE FAULT. ANY CLAIM AGAINST PETER ISLAND RESORT & SPA SHALL BE SUBJECT TO ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND SHALL BE HELD IN GRAND RAPIDS, MICHIGAN, USA.

These Rules are posted on the Peter Island Resort & Spa webpage and made part of the Marina Facilities Agreement and Ferry Ticket Contract. They are binding upon notice and making of any reservation as good and valuable consideration.

Annex B: Additional Fees and Services

FEES MAY INCLUDE:

A 25% per night service charge will be calculated off your Berth Fees.

Access to our Yacht Club Pool Use of the Marina showers Use of the Marina Laundry

Shuttle Service to Little Deadman's Beach

Shuttle Service to The Spa and The Drake Steakhouse

Use of the Yacht Club sport courts – Pickleball, Basketball and Bocci Check In is Noon and Check Out is 11:00 a.m. unless otherwise approved

Other fees for services may be discussed with PIR Management

MOORING GUESTS:

Mooring guests can upgrade to the Yacht Club pass for \$50/pp

Resort areas are reserved for resort Guests only unless otherwise agreed to by Peter Island Resort & Spa.