

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 once 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.

1. 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.

