**Fairwinds Marina, LLC**

For Office Use Only

#### 2 Seminole St, Warwick, RI 02889

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**2019 SPRING COMMISSIONING CONTRACT**

VESSEL NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OWNER’S NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HOME PHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CELL PHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VESSEL MAKE/YEAR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 🞏 POWER

VESSEL L.O.A\_\_\_\_\_\_\_\_\_\_ LOCK: 🞏 KEY/ LOCATION\_\_\_\_\_\_\_\_\_\_\_\_\_ 🞏 Combination #\_\_\_\_\_\_\_\_\_\_\_\_

**Indicate all commissioning work that you desire Fairwinds Marina (FM) to perform by signing your initials in the appropriate box(es) and by signing**

**the “Authorization” at the end of this Contract. FM will only perform the work you authorize in the box(es) you initial. “M” means**

**materials. “T&M” means time and materials. Please, return this form by March 30, 2019.**

|  |  |  |  |
| --- | --- | --- | --- |
| **PAINTING includes routine prep and apply one coat** | CHARGE | INITIALS | TOTAL |
| Labor (34’ and under) | $9/ft + Materials |  |  |
| Labor (35’ and above) | $11/ft + Materials |  |  |
| Special instructions | T&M |  |  |

**ALERT:** **All customer boat sanding must be dustless as per EPA requirements.**

|  |  |  |  |
| --- | --- | --- | --- |
| **CLEANING, WAXING** | CHARGE | INITIALS | TOTAL |
| Washing of deck & cockpit | $5/ft |  |  |
| Compound & wax hull only (based on condition of hull) | $12-$16/ft |  |  |
| Compound & wax (Deck, cockpit, superstructure, etc.) | $60/hour |  |  |
| Varnish, teak refinishing | $70/hour |  |  |
| Interior Detail Service: Lift all lockers, open cupboards, vacuum, wash and wipe down |  |  |  |
| all surfaces. | $40/hour |  |  |
| **Bilge Cleaning**: Clean and wipe interior bilges and lockers | $65/hour |  |  |
| **COMMISSION VESSEL** | CHARGE | INITIALS | TOTAL |
| Commission engine only as necessary | T&M |  |  |
| Commission all engines, all heads, domestic fresh water plumbing, bilge pumps,  sump pumps, lights & electric systems as necessary. | T&M |  |  |
| Commission Outboard | T&M |  |  |
| Sea trial and identify deficiencies | $100 |  |  |
| Replace zincs as necessary | T&M |  |  |
| **Bilge Pumps**: Each pump to be inspected to ensure proper installation and electrical | T&M |  |  |
| connections. Cleaning of intake strainers and float switches. |  |  |  |
| **Seacocks**: Service to ensure proper performance. We will check all hose and clamp | T&M |  |  |
| conditions and will replace as necessary. |  |  |  |
| **Fresh water systems**: We will inspect all plumbing and wiring, change filters and strainers | T&M |  |  |
| as needed. In addition, all connections and hoses will be inspected. |  |  |  |
| **Mechanical, engine and electrical work** | $100/hour |  |  |
| **BATTERIES** Load test and install | CHARGE | INITIALS | TOTAL |
| Standard (Up to group 27) Indicate # of batteries\_\_\_\_\_\_\_\_ | $40.00 |  |  |
| Large (Group 31 and over) Indicate# of batteries\_\_\_\_\_\_**\_\_** | $60.00 |  |  |
| **COVER REMOVAL** Shrink wrap must be recycled. Bags available at office. | CHARGE | INITIALS | TOTAL |
| Remove shrink wrap and recycle/dispose | $3.00/LOA |  |  |
| Owner to remove shrink wrap but yard to recycle/dispose | $2.00/LOA |  |  |
| Remove custom canvas cover | T&M |  |  |
| **Add an additional 2% Environmental Compliance Fee to all above fees** |  | | **$** |
|  | **TOTAL AMOUNT DUE** | | **$** |

|  |
| --- |
| **Special Instructions** |
|  |

This Contract will only be accepted provided: (1) it is completely filled out, signed, returned to and accepted by FM; (2) FM has received full payment of all outstanding invoices due from Owner; (3) Vessel must be in normal operating condition for above flat rate conditions to apply: FM has the right to deviate from a flat rate schedule due to unusual or non-standard circumstances and charge its normal hourly rates; (4) prices listed are for labor only unless otherwise specified and do not include materials unless specifically indicated; (5) the valid credit card information and authorization below is completed: even if you pay by check; and (6) FM reserves the right to measure and adjust all billings should the actual per foot measurement exceed the measurement specified above.

**AUTHORIZATION:** I authorize FM to perform the work indicated by my initials and agree to the terms and conditions above and on the reverse side of this Contract. To avoid any launching inconveniences, I am submitting my charge card number for the total flat rate work indicated at the right. I understand that no launching date will be confirmed without receipt

of my payment in full. I authorize that the remaining charges be charged to my credit card upon completion of work with a copy to be mailed to my above address.

|  |  |
| --- | --- |
| **PAYMENT AND CREDIT CARD AUTHORIZATION** | |
| PAYMENT AMOUNT $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  OWNER’S SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  🞏 CHECK 🞏 CHARGE MY CREDIT CARD  CREDIT CARD TYPE: 🞏 VISA 🞏 MASTERCARD  Please make checks payable to Fairwinds Marina, LLC | Credit card billing address if different than above:  Street address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code \_\_\_\_\_\_\_\_\_\_  CARD #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EXP. DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_3 DIGIT CODE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| OWNER: | Fairwinds Marina, LLC: |
| BY: OWNER’S SIGNATURE DATE | BY: AUTHORIZED SIGNATURE DATE |

**TERMS AND CONDITIONS; RULES AND REGULATIONS (Spring Commissioning)**The term “We” or "FM" shall refer to Fairwinds Marina, LLC and its facilities. The term "Owner" or “You” shall refer to the lawful Owner of the Vessel, or the person acting as the authorized agent for the Owner of the Vessel named on this Contract. The term "Vessel" shall include any outboard engine, equipment, appurtenances, etc. of the Vessel named on this Contract. In addition to the pages of printed text, if the parties have made any additional agreements or modifications to the basic Contract text, the terms, conditions and/or modifications, if any, appear in writing on addendum pages, signed by both parties. Only Joseph McGrady or staff can sign or authorize anything on behalf of FM. FM has the right to transfer or assign this contract.

1. The person who has signed the Contract as Owner hereby warrants and represents by his/her signature on this Contract that (a) he/she authorizes FM to perform the services indicated in this Contract for the benefit of the Owner and the Vessel; (b) he/she is in fact and in law the true Owner of the Vessel, and that he/she has full power and right to enter into this Contract for them self and for the Vessel; and (c) that there are no restrictions of any kind upon them or the Vessel which limit or restrict their right and power to bond them self and the Vessel to each and every term and condition of this Contract. Under no circumstances shall Owner sublet, transfer or assign this Contract or Owner’s rights hereunder.

2. Exculpation. This Contract does not constitute a bailment. Owner agrees to indemnify and hold harmless FM, its officers, employees and agents, against and from all claims due to loss, damage, or injury to persons or property occasioned by, or arising from, the duties assumed under this Contract or the care, protection, or use of the vessel (including their gear, equipment and contents) under any circumstances, including, but not limited to, fire, theft, vandalism, water damage, collision, or other cause, whether caused by the negligence of FM or otherwise. Owner’s obligations to indemnify and hold harmless FM shall extend to FM’s attorney’s fees and costs incurred in defending covered claims.

3. Unless otherwise specified, calculate all per foot rates times the Vessel’s length over all (“LOA”). LOA means tip-to-tip of vessel, includes pulpits, davits, bowsprits, boomkins, swim platforms and all non-removable appendages. All vessel lengths will be rounded to the next highest foot.

4. IT IS AGREED THAT ALL MONIES PAID HEREUNDER ARE NON­REFUNDABLE. There are absolutely no refunds on deposits and should service be interrupted for any reason there will be no refunds or pro-rated refunds to compensate the Owner. Invoices will be mailed at least monthly and are due when rendered. No invoice will be sent if payment is due under a payment plan. A service charge of 1 ½% per month (18% annually) will be added to balances thirty (30) days past due commencing from the 15th day after the date of the invoice. All invoices must be paid in full prior to hauling or launching. Claims for adjustments on any invoice must be rendered within 15 days of receipt of invoice, after which time no adjustment will be made. If payments are not made on time, Contract will immediately revert to “Due in Full” with any previous applicable rate courtesies revoked. FM may (without notice) haul any boat delinquent in payment past 30 days and will assess the Owner any hauling, collecting or attorney’s fees accrued therein. **BEWARE: THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY MOORING/STORAGE/SERVICE FEES. OWNER AGREES THAT FM IS ALLOWED TO AND HAS THE AUTHORITY TO AUTOMATICALLY CHARGE OWNER’S CREDIT CARD FOR ANY INVOICE.**

5. Charges. Except as otherwise specified herein, FM shall charge Owner at FM’s usual and customary time and material rates. The current time rate, which is subject to change at any time, and without notice, is $100 per hour. The parties agree that if a price is quoted on the reverse side or is quoted for other/further work, such quote shall be considered an estimate only, all work is done on a time and material charge. FM has the right to deviate from the flat rate schedule due to unusual or nonstandard circumstances and charge our normal hourly rate.

6. Attorney’s Fees. Owner shall pay FM’s reasonable attorney’s fees costs incurred in any dispute or legal proceeding arising from this Contract or FM’s work on the Vessel, now or in the future, whether under this Contract, subsequent oral or written agreement, or otherwise.

7. Further Work. All terms and conditions of this Contract shall be applicable to any further work done or services provided for the Vessel now or in the future, whether under this Contract, or sub sequential oral or written agreement or otherwise.

8. Service Contract. This Contract is primarily a service contract for repair of the Vessel and any materials furnished by FM are incidental to the performance of such repair.

9. Limited Warranty. FM warrants its work for three months following completion, provided FM is notified in writing within such period of time of any defect and the Vessel is brought to FM for repair. FM’s limited warranty, however, does not extend to any machinery, equipment or materials manufactured, or supplied, by others. ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SEAWORTHINESS, ARE LIMITED IN DURATION TO THE DURATION OF FM’S LIMITED WARRANTY. FM shall not be liable for incidental or consequential damages.

10. Security Interest. In addition to those liens arising under state or federal law, Owner grants FM a security interest in the vessel, its engines, equipment, furnishings and other appurtenances to secure sums due under this Contract including costs and attorneys’ fees. This Contract shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to FM a license to board the vessel, upon Owner’s default and remove any machinery, equipment, or materials FM provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.