



REGULAR WORK ORDER

Contact Information:

Owner Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Home Phone: _____ Email: _____

Boat Information:

Boat Name: _____ Boat Make: _____ Boat Year: _____

Length O A: _____ Location/Current Slip: _____

Engine Make: _____ Engine Model: _____ Key/Combo: _____

Work to be Performed:

Request Completion Date: _____

I would like to receive a quote for the request work before completion.

Authorization of work and acceptance of terms: The undersigned warrants and represents that he or she is the owner or acting as authorized agent for the owner of the vessel above named and hereby request and orders the above described work labor and materials, etc. for the benefit of the owner (hereinafter Owner), and the above named vessel (hereinafter Vessel), subject to the terms and conditions set forth on the following page hereof which are made a part of this order. Then term "Vessel" shall include any outboard engine, equipment, appurtenances, etc. of the Vessel if left separately to be the subject of this order, wherever the context admits, and any maritime services on them shall be deemed to be rendered to the Vessel as a whole. Where service is requested by Owner to be performed off-premises at another site where the Vessel is located, a travel charge shall apply and be paid by the Owner and Vessel, even if service is cancelled by the Owner when service personnel arrive at said site. It is stipulated that there are other sources of the same services, etc., in this area and the Owner and Vessel have freely chose to do business pursuant to the terms and conditions hereof, and understand them and agree to be bound by them. All invoices under this Work Order shall be due and payable at the time rendered and must be paid before the Vessel or any of its equipment, furniture, gear or appurtenances leave the facilities of Marina. Marina shall have the right to refuse to release, surrender or deliver possession of the Vessel, etc. unless fully paid therefore in cash or acceptable alternatives to cash.

Signature Required

Date

I understand by signing this I am authorization requested work and agreeing to the following terms and conditions.

TERMS AND CONDITIONS

The term "Yard" wherever used herein shall refer to HAVEN HARBOUR MARINA, LLC, ROCK HALL, MD 21661

1. If the Vessel named in the Work Order is a vessel which is subject to a Dockage or Mooring Agreement with Yard, the contract terms and conditions of that Agreement are hereby incorporated by reference into this Work Order and made part hereof.
2. The signature of the Owner or Owner's Agent and the signed Acknowledgement of Yard on the face side hereof shall create a binding contract between the Owner and Vessel on the one hand and Yard on the other. The rights of Yard herein shall vest at that point in all respects. It is expressly stipulated that the vessel and the marine equipment subject to this contract have been and are engaged in maritime activity on waters which are navigable in interstate and foreign commerce within the scope of Federal admiralty and maritime jurisdiction.
3. It is understood and agreed that where work, labor, and materials, etc. are ordered only in respect to an outboard motorboat engine or any other marine equipment which is used in respect to any vessel, whether brought to Yard while attached to said vessel or detached and brought separately for purposes of the below described work, the Owner intends such services to be for the benefit of said Vessel and to create a maritime lien against said Vessel itself as well as against said separate engine or equipment to secure any obligations or liability hereunder.
4. Yard reserves the right and shall be entitled to furnish all materials, supplies, equipment, services, work, labor and improvements ordered herein. To the extent that any outside servicemen, mechanics, labor, equipment, etc. are necessary; they shall be procured or employed only by Yard and subject to its supervision only. The Owner and those in privity with him shall not perform any part of the work, or labor hereunder, nor shall the Owner supply any materials, supplies, equipment, etc., unless agreed in advance in writing set forth on the face side hereof.
5. The Owner covenants and warrants that, except in respect to the conditions covered by this Work Order, the Vessel is in all other respects seaworthy and in safe condition to be worked on by Yard, unless otherwise stated in writing on the face side hereof. The Owner and Vessel shall be directly liable to Yard for any loss, damage or injuries suffered by reason of any unsafe or seaworthy condition not disclosed and which are not foreseeable by reason of the nature of the work, etc., ordered herein.
6. The Owner covenants and warrants that the Vessel will be fully insured for all loss or damage while the Work Order is being carried out, or that the Owner will be a self-insurer of any loss or, damage to the Vessel to the extent that the Owner does not procure and maintain commercial hull insurance. The Owner further warrants and covenants that Yard shall not be required to provide hull insurance for the Vessel while the Work Order is carried out, and that Yard shall not be liable to the Owner or to the Vessel, or to anyone in privity with either, for any loss, damage or injury to the Vessel, arising from any cause whatever while said Work Order is carried out. The Owner stipulates and agrees that the charges and costs of Yard are predicted upon the Owner's assuming such risks and kinds of liability, and that the said shift of risk and liability is thus fair and reasonable, and within the intentions of the parties.
7. LIMITED WARRANTY TO APPLY - The Owner and Yard agree that by reason of the nature of a saltwater harbor environment and the attributes of marina and marine service operations, yard cannot anticipate or predict when, where, or how specific causes will arise to disrupt services, cause parts failures, servicing difficulties, and defects in materials and breakdowns in equipment functions. Moreover, when any remedial actions (including maintenance, repairs, and general services) are ordered by the Owner, Yard cannot in advance determine or guarantee that the ordered work will be performed within the time and expense parameters originally estimated, since the work may be inhibited, disrupted, or delayed by other parts failures and breakdowns, by effects of galvanic action, corrosion, etc. (e.g. dry rot, frozen connections, metal fatigue, plastic disintegration), and by spare parts shortages. Therefore, Yard cannot assure the Owner that the originally ordered work, labor, and materials hereunder will not involve or require any other, more extensive work, labor, and materials, in order to carry out the Work Order. It is stipulated and agreed that this Work Order shall be interpreted to mean that the Owner intends to have Yard do all things, and to have Yard supply all work, labor, and materials, necessary and proper to carry out the originally ordered work within a reasonable time, and without causing the Vessel to be held for an extended period of time at Yard's facilities without being worked on while Yard tries to contact the Owner to seek additional authorizations needed for the extra work. The following shall be guidelines for Yard in respect to any added work that appears to be needed: If the extra work, labor and materials do not appear in advance to exceed the originally estimated cost of the work, etc., by more than fifteen (15%) percent, Yard shall have authority and be entitled to provide such work, labor and materials without advance notice or approval of the Owner, under Work Order. If the extra work, labor, and materials appear in advance to exceed the originally estimated cost by more than fifteen (15%) percent, Yard shall make good faith efforts to contact the Owner and to obtain his approval before providing them. If Yard makes good faith efforts for a reasonable period of time to contact the Owner to notify him of the situation and to obtain his approval in advance, and cannot reach him, Yard shall have the option of suspending the work and placing the Vessel in a safe place at the Owner's expense until the Owner can be reached, or Yard may infer that the Owner intended to have the original work order and all other work, labor, and materials that later appeared necessary be performed at the Owner's expense, and accordingly Yard may go ahead with the extra work. It is further agreed that from time to time, during the progress of this work under this Work Order, Yard shall have the authority and be entitled to provide and perform additional work, labor and materials under this Work Order pursuant to the written or oral (including telephone or radiotelephone) instructions of the Owner or his agent, without the need for a new Work Order.
8. All invoices under this Work Order shall be due and payable at the time rendered, and must be paid before the Vessel or any of its equipment, furniture, gear or appurtenances leave the facilities of Yard. Yard shall have the right to refuse to release, surrender or deliver possession of the Vessel, etc., unless fully paid therefor in cash or acceptable alternatives to cash. The Yard reserves and shall have the power to retain possession and control of the Vessel, its engines, boilers, furniture, equipment, sails, rigging, gear and appurtenances, without process of law, with the power to hold said Vessel, etc., by hauling from the water at the sole expense of the Owner and Vessel in cases where the Yard deems it necessary to hold the Vessel on land as the most convenient and economical means of holding her, until paid in full in cash or the equivalent thereof. In the event that the Vessel has been hauled out of the water for purposes of holding her until payment has been received, the cost of returning the Vessel to the water shall be an expense of the Owner and Vessel, and the Yard shall not be obligated to restore the Vessel to the water until paid in advance thereof. The Owner and Yard agree and stipulate that if the Vessel leaves the Yard's facilities, with or without the Yard's consent, prior to full payment of all amounts currently due from time to time, the Yard shall not lose any of its rights to payment, to any liens under State or Federal (including federal maritime) laws against the Vessel, etc., or to regain possession (with or without process of law) and to hold it again thereafter until paid in full. No release of possession of the Vessel by the Yard shall be construed as or operate to create a waiver or surrender of any rights or remedies hereunder by the Yard. The Owner further covenants and agrees that a service charge shall be payable on any balances due, at the rate of two (2%) percent per month on outstanding balances, commencing from the tenth (10th) day after the amounts become due and payable, which amounts of service charge shall be covered by the aforesaid lien rights. The Owner further agrees that in the event that Yard shall employ an attorney to collect any balances due hereunder, either by negotiation or by bringing suit, including any actions upon liens against the Vessel, a reasonable attorney's fee shall be assessable against and paid by the Owner as part of the damages of Yard in addition to any other balances due for principal and service charge.
9. The Owner stipulates that the subject of this Work Order will provide a benefit both to the Owner and to the Vessel, and will in every instance give rise to a maritime lien against the Vessel, as well as a State lien against the Vessel, in addition to any claims against the Owner or those in privity with him. The Owner hereby covenants that he will not deny or contest the existence or validity of said liens in any suit brought to enforce them, and that in any such suit Yard shall be entitled to have any such defense summarily stricken. The Owner further waives any requirement of statute law, or rule of court, that prior notice be given as condition of arrest of the Vessel pursuant to any in rem action which Yard brings, and stipulates and agrees that Yard shall be entitled to be appointed custodian of the Vessel and to keep the Vessel for such purposes at its own facilities in the State of Maryland, subject to its usual and customary expenses and charges for similar services, pending a final determination of such litigation. Yard shall be entitled to obtain a Court order for such an arrangement at the time when an in rem action or compatible action in State court is filed. Such expenses and charges shall be deemed to be an administrative expense of the litigation, charged against the Vessel while in the custody of the law. The Owner agrees that the Yard shall be entitled to bid at any sale of the Vessel by law or by agreement of the parties in settlement and shall be entitled to limit its bid to any amount less than the amount of its judgment including expenses, interest, and attorney's fees. Owner agrees that the proceeds of any such sale shall be applied first to the expenses of said sale, including attorney's fees connected with said sale, then to the payment of court costs and expenses (including administrative expenses) then to the payment of interest on the judgment, then to the payment of attorney's fees pursuant to paragraph 8, above, then to payment of the amount of the judgment and any balances thereafter shall be paid to the Owner.
10. The parties stipulate and agree that in a saltwater environment even recently repaired vessels may suffer new disrepair from the same or similar forces that originally caused the conditions which are the subject of this Work Order; and they further stipulate that the fact of recent repair or installation work is not a guarantee of itself of the continued good condition of any vessel. The parties also understand that differences of opinion about whether particular charges are justified or fair, or about whether any particular work was properly done, do not and shall not entitle the Owner to use such claimed differences of opinion as a basis for the refusal to pay any amounts charges by the Yard hereunder, because that would give the Owner unreasonable economic power over the Yard in disputes between them where the facts are in good faith controverted by both sides. Therefore, it is hereby bargained and agreed between the Owner and the Yard that all claims and complaints of every kind and nature which the Owner and Vessel shall be entitled to make against the Yard in connection with this Work Order and the Yard's conduct in respect to the Vessel therefore shall be disposed of and settled solely and exclusively upon the following basis and procedure and no other. (1) The Yard shall not be responsible for any matters claimed or complained of hereunder unless the Owner shall give written notice hereof within thirty (30) days after the particular work or item has been completed and the Vessel returned to the Owner, whichever is later. The thirty (30) day period shall begin to run where the work is done in stages, in respect to all items completed and which are open to Owner's inspection during any interim redelivery period. (2) Any claims and complaints first made to the Yard after said thirty (30) day period has run, as aforesaid, shall be conclusively deemed to arise from new, independent causes for which the Yard shall not be liable. (3) The Owner's sole and exclusive remedy in respect to any matters claimed and complained of in a timely manner hereunder shall be a right to have all validly demonstrated defects, deficiencies and omissions complained of expeditiously corrected by the Yard at no further or additional cost to the Owner and Vessel than would have been charged if the work hereunder had been fully and properly performed at the first instance. (4) The Owner's sole and exclusive remedy in respect to any claimed excessive charges hereunder shall be to have an itemized statement and written explanation of the basis of all charges and the right to inspect the Yard's time and job records pertaining thereto; and where overcharges are established, the Owner shall be entitled to an immediate and full rebate. (5) An essential and necessary precondition for corrective action by the Yard and for the making of any claim or complaint by the Owner shall be the full payment of all bills and charges hereunder by the Owner; and the Owner shall not be entitled to bring suit against the Yard unless the Owner has first paid all of the bills and charges due hereunder prior to suit. (6) Where correction action is to be taken by the Yard, it shall be the Owner's responsibility to bring the Vessel to the Yard's facilities at no expense to the Yard. (7) Under no circumstances shall the Yard be liable for any alleged corrective work by other boat yards, repairmen or marinas, etc. It is stipulated and agreed by the parties that these terms are deemed necessary by the Yard and considered acceptable by the Owner in order for the Yard to maintain the viability of its business, even though in some instances where the Owner's claims and complaints are fully justified, the Yard may derive a temporary advantage therefrom.

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