

**DUTCH HARBOR BOATYARD LLC**

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For Office Use Only

**2020 SPRING COMMISSIONING CONTRACT**

VESSEL NAME \_\_\_\_\_ OWNER'S NAME \_\_\_\_\_

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

EMAIL ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

VESSEL MAKE/YEAR \_\_\_\_\_  POWER  SAIL:  FIN KEEL  FULL KEEL  WING KEEL  KEEL/CBVESSEL L.O.A \_\_\_\_\_ MAST LENGTH \_\_\_\_\_ LOCK:  KEY/ LOCATION \_\_\_\_\_  Combination # \_\_\_\_\_

OUTBOARD MANUFACTURER, HORSEPOWER, COLOR \_\_\_\_\_

Indicate all commissioning work that you desire Dutch Harbor (DH) to perform by signing your initials in the appropriate box(es) and by signing the "Authorization" at the end of this Contract. DH 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, 2020.

PAINTING Code	CHARGE	INITIALS	TOTAL
Bottom - routine prep and apply one coat	\$20.50/LOA+M		
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	\$8/ft		
Compound & wax topsides (hull area between rub rail & waterline)	\$21/ft		
Compound & wax cabin sides, cockpit, hardware & smooth deck surfaces	\$68/hr		
Clean algae staining at waterline	T&M		
Interior Detail Service: Lift all lockers, open cupboards, vacuum, wash and wipe down all surfaces.	\$65/hr		
<b>MAST STEPPING &amp; RIGGING.</b> Rates include checking lights, reinstallation of masthead gear, spreaders, boom & running rigging. Step mast, plumb, adjust shrouds to static tension and tape clevis pins. Price is based upon per ft of mast length.	CHARGE	INITIALS	TOTAL
Boats up to 29' LOA	\$18.00/ft + M		
Boats 30' to 33' LOA	\$21.00/ft + M		
Boats 34' to 36' LOA	\$28.00/ft + M		
Boats 37 - 41" LOA	\$32.50/ft + M		
Boats 42'-43' LOA	\$34.50/ft + M		
Boats 44' LOA and over	\$38.50/ft + M		
Re-install radar	T & M		

Install sails, traditional rigs, up to 29' LOA.	Ea. @\$170 + M		
Install sails, traditional rigs, 30' LOA and over.	Ea. @\$290 + M		
<b>COMMISSION VESSEL</b>	<b>CHARGE</b>	<b>INITIALS</b>	<b>TOTAL</b>
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 correct deficiencies	T&M		
Batteries-load test and install	T&M		
Replace zincs as necessary	T&M		
<b>COVER REMOVAL</b> Shrink wrap must be recycled. Bags available at office.	<b>CHARGE</b>	<b>INITIALS</b>	<b>TOTAL</b>
Remove shrink wrap and recycle/dispose	\$6.00/LOA		
Owner to remove shrink wrap but yard to recycle/dispose	\$3.50/LOA		
Remove custom canvas cover	T+ M		
<b>Add an additional 2% Environmental Compliance Fee to all above fees</b>			<b>\$</b>
	<b>TOTAL AMOUNT DUE</b>		<b>\$</b>

<b>Special Instructions</b>

This Contract will only be accepted provided: (1) it is completely filled out, signed, returned to and accepted by DH; (2) DH 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: DH 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) DH reserves the right to measure and adjust all billings should the actual per foot measurement exceed the measurement specified above.

**AUTHORIZATION:** I authorize DH 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.

<b>PAYMENT AND CREDIT CARD AUTHORIZATION</b>	
PAYMENT AMOUNT \$ _____ <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE MY CREDIT CARD CREDIT CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD Please make checks payable to Dutch Harbor, LLC	CARD # _____ EXP. DATE _____ 3 DIGIT CODE _____
OWNER:	DUTCH HARBOR LLC:
BY: OWNER'S SIGNATURE                      DATE	BY: AUTHORIZED SIGNATURE                      DATE

**TERMS AND CONDITIONS; RULES AND REGULATIONS (Spring Commissioning)**

The term "We" or "DH" shall refer to Dutch Harbor Boatyard, 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 can sign or authorize anything on behalf of DH. DH 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 signature on this Contract that (a) he authorizes DH to perform the services indicated in this Contract for the benefit of the Owner and the Vessel; (b) he is in fact and in law the true Owner of the Vessel, and that he has full power and right to enter into this Contract for himself and for the Vessel; and (c) that there are no restrictions of any kind upon him or the Vessel which limit or restrict his right and power to bond himself 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 DH, 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 her 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 DH or otherwise. Owner's obligations to indemnify and hold harmless DH shall extend to DH'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 15<sup>th</sup> 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. DH 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 DH IS ALLOWED TO, AND HAS THE AUTHORITY TO AUTOMATICALLY CHARGE OWNER'S CREDIT CARD FOR ANY INVOICE.**
5. Charges. Except as otherwise specified herein, DH shall charge Owner at DH'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. DH 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 DH's reasonable attorney's fees costs incurred in any dispute or legal proceeding arising from this Contract or DH'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 subsequent 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 DH are incidental to the performance of such repair.
9. Limited Warranty. DH warrants its work for three months following completion, provided DH is notified in writing within such period of time of any defect and the Vessel is brought to DH for repair. DH'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 DH'S LIMITED WARRANTY.** DH 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 DH 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 DH a license to board the vessel, upon Owner's default and remove any machinery, equipment, or materials DH provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.