

Make all checks payable to STARBOARD YACHT GROUP LLC.

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Authorization: I the undersigned, am the authorized agent/owner acting on behalf of the owner and have permission from the owner

To enter into this agreement. I understand that Starboard Yacht Group has a secrecy lien in accordance with the Maritime Lien Act(46.U.S.C.31342)on this vessel until all monies/fees and taxes are paid in full. I understand that extending credit on my behalf constitutes a lien against this vessel for charges which is all inclusive of materials, labor and taxes. All fees are due upon receipt of invoice. All invoices not paid within 30 days will be charged 1.5% interest per month on the unpaid balance until paid in full. I hereby authorize the above work to be done along with the necessary materials, and hereby grant permission to complete the work described above. In addition, I further agree to pay Starboard Yacht Group any additional parts and labor cost beyond the estimated quote upon completion of the service work order. In the event this amount is turned over to a collection service the owner of the vessel/company will be responsible for the collection cost. These collection fees will be 33.33%-50% of the total amount due. If litigation is required and this amount is place with an attorney the owner of the vessel/company will be responsible for any additional fees, such as: collection fees, attorney's fees, interest, court costs, pre and post judgment fees , substitute custodian fees, marshal orders/authorizations, contracts, and written agreement fall under the term of the document.

\_\_\_\_\_  
Signature of Customer

I have fully read and understand the terms and conditions of this agreement. \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Customer

**Undersigned party authorizes Starboard Yacht Group LLC to perform the repair work on the reverse side, including materials and labor, and hereby grants SYG permission to operate the vessel or equipment herein described for the purpose of testing or inspection. It is understood that all labor and materials will be charged on a time and material basis as SYG standard rates, with prices available upon request. SYG for in the event any delays to complete work are caused by the owner, including none compliance with SYG payment policies, the owner agrees to pay SYG for standby time at its standard rates for any incidental costs incurred. SYG shall not be liable for damages for inability to perform or delay in performing the work covered by this Work Order caused by strikes, accidents, thefts, fire, war, rebellion or acts of God, or any other causes beyond SYG control The undersigned party further agrees that SYG is not responsible for loss or damage to the vessel or articles left in/on the vessel in case of fire, theft, accident and/or sinking.**

**The undersigned party acknowledges a maritime lien against the above-described vessel securing the amount of any charges for repairs, supplies, towage, use of dry-dock or marine railway and or other necessities set forth in the contract and/or in Title 46.971 et. Seq. of the United States Code. The undersigned further agrees to submit the vessel to the provision of Federal "Rule C" of the maritime law allowing for arrest, "In Rem" upon default.**

**The Contract is subject to the following terms and conditions which shall constitute the agreement between SYG(here in after referred to as "Contractor")and the vessel described, its owners and/or its agents for the owners("here in ager referred to as Owners")**

- 1. Authorization. The Owner authorizes Contractor and its subcontractors to perform repair work described on the reverse side. In the event the party signing this Agreement is not the owner of the vessel, that party and /or vessel shall be responsible for payment to the Contractor in the event the owner fails to or otherwise refuses to pay said bill or any portion thereof within ten (10) days after the completion of the repairs, including payment of court costs, attorney's fees and the maximum interest rate allowable by law on any unpaid portion of the Work Order from the date of completion of repairs.**
- 2. Insurance. The Owner certifies that the vessel described on the reverse side of the Contract is insured with Marine Hull Insurance and Marine Protection and Indemnity Insurance. The Owner, his heirs and assigns b\hereby release and agree to indemnify and hold harmless, contractor, its officers, its employees, and its subcontractors for any and all liability for personal injury loss of life, and property damage arising out of or in connection with condition or use of the described vessel, motor and accessories, or the use of the premises. Contractor is not considered under this Contract to be the insurer of the Owner's property and it is the responsibility of the Owner to secure such insurance coverage as is described.**
- 3. Lien. Contractor shall assert a Maritime Lien against the described vessel and its contents for any unpaid sums due for the services performed. The term "necessaries" as used it title 46.971 et. Seq. of the United States Code shall include any and all attorney's fees and cost of collection for the collecting of any unpaid sums. The Owner/Agent shall be responsible for all pre and post judgment fees. The Contractor shall assert any state lien against the vessel for services rendered.**
- 4. Sea Trials. Should a sea trial be necessary for the purpose of testing and /or inspection of work and/or parts furnished by Contractor, the owner agrees to provide a captain and significant crew for the safe handling of the vessel. It is expressly understood that the Contractor will not be liable for any acts and/or omissions, including negligence, of any personnel in this regard. Furthermore, the Owner agrees to indemnify and hold harmless Contractor from any and all claims, including third party claims, for damages arising from any such acts and/or omissions, including negligence, on the part of Contractor's personnel.**
- 5. Payment terms. The Owner acknowledges that he has read this document and agrees with the terms and conditions set forth. If Owner has provided credit card number for payment, then the Owners signature below will also act to acknowledge receipt of goods and/of services and that he agrees to perform the obligation set forth in the card holders agreement with issuer.**
- 6. PRODUCT WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF, THE FOLLOWING WARRANTY EXTENDED BY CONTRACTOR AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTY OF MECHANIC ABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE OF ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY IN TORT WHETHER OR NOT ARISING FROM CONTRACTORS NEGLIGENCE, ACT OR IMPLIED. THE LIABILITY OF THE CONTRACTOR ARISING OUT OF ANY WARRANTIES SET FORTH HEREIN ABOVE, SHALL NOT IN ANY CASE INCLUDE INCIDENTAL AND /OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATIONS, DAMAGE TO THE VESSEL AND OR PROPERTY, DEMURRAGE, LOSS PROFITS, LOSS CHARTER AND OR COMMERCIAL LOSSES DUE TO THE LOSS OF USE OF THE VESSEL AND/OR DAMAGES, LOSSES AND/OR EXPENSES SUSTAINED AS A RESULT OF PURCHASING OR SELLING A VESSEL IN RELIANCE UPON ANY WORK OR SURVEY PERFORMED BY CONTRACTOR. NO CLAIMS FOR DAMAGES OR NEGLIGENCE OR OTHERWISE OR FOR DEFECTIVE WORKMANSHIP OR MATERIALS SHALL BE VALID AND THE CONTRACTOR SHALL BE DISCHARGED FROM**

**ALL LIABILITES THERFORE UNLESS CLAIM IS MADE TO THE CONTRACTOR IN WRITING WITHIN 30DAYS  
AFTER DELIVERRY OF THE VESSEL OR COMPLETION OF THE WORK, WHICH EVER OCCURS FIRST.**

SIGNTURE OF CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_