



Harbour Cove Marina

5910 Vacation Lane – P.O. Box 437 – Deale, MD 20751 Ph: 410-867-1600
www.HarbourCove.com

Harbour Cove 2024 Work order Terms & Conditions

The undersigned certifies that he/she is the Owner or authorized agent of the Owner (collectively “Owner”) of the boat/engine/trailer described on reverse side. Owner authorizes Harbour Cove Marina. (“HCM”) to provide all necessary labor and materials to perform the repairs/maintenance referred to on the reverse side hereof (“Repairs/Storage”) subject to the terms, conditions, Rules, and Regulations set forth above which are incorporated herein by reference:

1. Unless a contract price is stated on the HCM Service Rate Sheet, repairs shall be performed on a time and materials (“T&M”) basis at the current rates charged by HCM for labor and materials. In the event it is necessary to subcontract any of the repairs, Owner authorizes HCM to retain the necessary subcontractors and to bill owner with any customary mark-up. Owner agrees to pay all charges for shop supplies, shipping charges and environmental fees associated with the repairs. A 3% surcharge will be added to all payments by credit card.

2. Owner authorizes HCM’s employees, agents and subcontractors to board, operate, move, haul, block, test run, and fuel the boat/engine/ trailer as they deem necessary, and at owner’s sole risk of loss/damage from any cause whatsoever, including but not limited to the negligence of HCM, its employees, agents, and subcontractors. In the event any loss/damage is caused by the gross negligence or intentional actions of HCM, its employees, agents, or subcontractors, then the limitation of liability in the first sentence of this paragraph shall not apply.

3. Owner agrees that all invoices are due upon receipt. Owner agrees to pay a service charge of 5% per month on all accounts over 30 days past due. Owner acknowledges the creation of applicable statutory liens against the boat/engine/trailer securing the cost of all repairs/storage and other necessities and permitting HCM to maintain possession of the boat/engine/trailer until paid in full. In the event HCM must remain attorneys or debit collectors to take action to collect amounts overdue under this Agreement, Owner agrees to pay their reasonable attorneys/collection fees, plus all necessary costs of collection.

4. In the event Owner does not pick up the boat/engine/trailer within 10 days upon completion, Owner agrees to pay \$15.00 per day storage.

5. The parties agree that this is the complete and only agreement between them with respect to this repairs/storage as indicated on the reverse side. All prior discussions, agreements, estimates, etc. are merged herein.

6. Owner agrees to hold HCM, its employees, agents and subcontractors harmless from liability for any personal injury to the Owner, and any loss or damage to owner’s boat/engine/trailer or other property, arising from any cause whatsoever, including, but not limited to, fire, storm, theft, vandalism, mildew, rust, collision, ice, water intrusion, sinking, act of God, or the negligence of HCM, its employees, agents, or subcontractors. In the event the loss/damage is caused by the gross negligence or intentional actions of RRM, its employees, agents, or subcontractors, then the first sentence of this paragraph shall not apply.

7. HCM gives an express limited warranty on all Repairs for thirty (30) days from date of completion. HCM gives no other warranty of any kind (express or implied). HCM gives no implied warranty of merchantability or fitness for a particular purpose on any materials not manufactured by HCM. Owner agrees that HCM’s liability shall be limited at HCM’s option, to either repair or replacement of the materials/services ordered, or to the amount of the invoice price charged by HCM on the particular materials or workmanship. Except as stated above and on the reverse side, HCM shall not be liable for any direct, indirect, incidental or consequential damages resulting from defective materials/services or from delay in delivery of materials/services. All claims against HCM arising from defective materials/workmanship must be presented to HCM in writing within 30 days and any litigation must be commenced within one year after the repairs have ceased, been completed, or the boat/engine/trailer has been redelivered, whichever occurs first. Claims and suits not made/commenced within such time shall be waived.

8. A 3% surcharge will be added to all payments by credit card.

By signing below, Owner acknowledges that Owner has read, understands, and agrees with the terms and conditions set forth in this Agreement.

Signature: _____