

M&M Boat Services, LLC

TERMS AND CONDITIONS

The herein agreement for services is subject to the following terms and conditions which shall constitute the complete agreement between M&M Boat Services, LLC (“M&M Boat Services”) and the named vessel or other property and/or its Owners or Authorized Agent (“Owner”).

Access: The Owner Grants M&M Boat Services, and its authorized sub-contractors, permission to board, enter and operate the vessel or other property. Furthermore, Owner Grants permission to operate the vessel, or equipment as necessary to complete the Services agreed. It is the responsibility of the owner to ensure access by providing keys and access codes; and to ensure notification of associations, marina’s, gate guards, etc., where required. It is understood that all risks of loss or damage incurred as a result of such access or operation shall be assumed by the Owner, and M&M Boat Services is not responsible for loss or damage arising from same.

Payments: M&M Boat Services agrees to render Services on the vessel or other property in a good and workmanlike manner pursuant to the terms as outlined. All invoices for services performed are payable upon receipt. Owners are responsible, and agree to pay, for all fees incurred by M&M Boat Services in the collection of unpaid invoices. A 10% administrative fee will be added to all invoices not paid within 15 calendar days of receipt of invoice by Owner, or authorized agent to cover the cost of collection.

Owner further agrees to pay all cost of collection, legal expenses and attorney’s fees, the unpaid invoices including interest at the maximum rate permitted by law for the enforcement if determined to be necessary. The Owner does hereby waive present, protest, demand, notice of dishonor or default by the registered owner of the vessel and guarantors

Discount: A 2.75% discount will be applied to all invoices paid by cash, check or Zelle electronic transfers.

Wire Transfers: All payments made by wire transfer will be assessed a \$15.00 incoming wire transfer fee.

Deposits: Work to be performed, or services to be provided, exceeding \$2,000.00 requires a minimum 50% deposit; except service or management plans quoted and billed at a monthly rate.

Travel: Any required travel costs are not included in quotes unless specifically noted in itemized charges.

WARRANTIES: IT IS UNDERSTOOD AND AGREED THAT OTHER THAN AS SPECIFICALLY SET FORTH HEREIN M&M BOAT SERVICES MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO WORKMANSHIP OR SERVICES. STANDARD MANUFACTURER’S WARRANTY APPLIES WHERE EQUIPMENT PROVIDED.

LIABILITY: M&M BOAT SERVICES, AND AUTHORIZED SUB-CONTRACTORS, SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO THE VESSEL NOR ANY ARTICLES OF PERSONAL PROPERTY, GEAR, OR OTHER APPURTENANCES LEFT ON THE VESSEL DUE TO FIRE, THEFT, PILFERAGE, NATURAL DISASTER, FLOODING, MECHANICAL FAILURE, OR OTHERWISE.

OWNER AGREES TO DEFEND, PROTECT, INDEMNIFY, AND HOLD M&M BOAT SERVICES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY’S FEES AND COSTS, ARISING OUT OF OR RESULTING FROM THE SERVICES RENDERED BY M&M BOAT SERVICES OR SUB-CONTRACTORS ON BEHALF OF THE VESSEL OR OTHER PROPERTY OWNER.

IT IS UNDERSTOOD AND AGREED THAT HURRICANE/STORM PREPARATION SERVICES (WHEN ELECTED) DOES NOT GUARANTEE THAT A VESSEL OTHER PROPERTY WILL NOT BE DAMAGED OR LOST; STORMS AND HURRICANES ARE UNPREDICTABLE AND THIS PREPARATION IS A BEST EFFORT TO PROTECT THE PROPERTY AND MINIMIZE THE EFFECTS OR DAMAGE. M&M BOAT SERVICES IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY STORMS, HURRICANES, FLOODING OR OTHER NATURAL DISASTERS.

The person signing this Agreement on behalf of the Owner, if not the owner, represents that he is authorized by the Owner to execute same.

Owner/Agent Printed Name: _____ Date: _____

Owner/Agent Signature: _____