

Avalon Marine Center, LLC

1892 Rt 9 N
Cape May Court House NJ 08210
(609) 967 4100
Service@avalonmc.net

WORK ORDER REQUEST & AUTHORIZATION

Request Date:

Arrival Date:

Customer Information

Name:

Phone:

Address:

Alt Phone:

Local Address:

E-Mail:

Vessel Information

Boat Name:

Boat Location:

Key Location:

MaKe/Model:

Legnth:

Year:

Engine Type:

HP

Number of Engines:

Hull #:

Registration State:

Registration #:

Description of Requested Repair Work:

Office Use Only:

Entered in LS:

Estimate Sent:

Estimate Approved:

AVALON MARINE CENTER, LLC

PERMISSION TO OPERATE

The undersigned (hereinafter "Customer") authorizes the repair/replacement/maintenance work (hereinafter "Work") indicated on the attached WORK ORDER REQUEST AND AUTHORIZATION (hereinafter "Order") to be performed, along with the purchase and use of any parts or materials, and hereby grants Avalon Marine Center, LLC (AMC), and/or its employees, permission to operate the boat, engine, trailer or equipment (hereinafter "Property") on the water, or elsewhere, for the purpose of testing and/or inspection of such work.

LIEN AND WAIVER OF VALUE OF REPAIRS

An express mechanic's lien is hereby granted to AMC, and the Customer acknowledges such lien attaches to their Property at the time of performance of the Work to secure the amount of such Work performed under the Order. In the event Customer has not requested an estimate, Customer hereby waives any right, created by statute or otherwise, to a written estimate.

WAIVER OF DAMAGES

Neither AMC, nor its employees and agents, are responsible for fire, theft, or damage of any kind to Customer's Property while on AMC Property or in the custody and control of AMC, even if such damage results from the sole acts or omissions of AMC. Customer understands that they are responsible to maintain insurance coverage on their property throughout the time their boat is in the custody and control of AMC. AMC does not accept any obligations for insurance coverage of Customer's Property.

PAYMENT FOR SERVICES

AMC will provide the Customer with a monthly Statement for the Work. In the event the Customer does not make payments in full for the Work requested in accordance with the terms enumerated herein; Customer agrees that they shall be liable for any unpaid balances, together with a finance charge of two percent (2%) per month that will be added to accounts which remain unpaid for more than thirty (30) days after the due date of the Statement.

REMOVAL OF PROPERTY

Customer agrees not to remove their property from its current location without first paying any outstanding Statement balance. Should customer do so, they are subject to criminal charges for theft of services. Further, by removing their Property, Customer specifically. Authorizes AMC to charge their below identified credit card for any outstanding Statement balance. customer also agrees to remove their Property from AMC within 30 days of notice of completion of the Work. Customer further agrees that if they fail to remove their Property from AMC within 30 days after notice of completion of the Work, they will be responsible for daily storage at the rate of \$15.00/day beginning on and including day 31.

LIMITATION OF WARRANTY

AMC agrees to provide Customer a 30-day limited warranty on all Work. The counting of time begins with the completion of the work. AMC will repair, or replace at the option of AMC, any parts or materials necessary to remedy any defect in parts or material installed by AMC or defect in AMC's workmanship. This warranty is limited to the value of the Work performed and shall not include any liability for indirect or consequential damages flowing from any defect in the Work performed.

ATTORNEY FEES

In the event that this Contract is referred to an attorney for collection, Customer agrees to pay reasonable attorneys' fees and court costs, in addition to the amount due and payable for the Work, including the aforementioned interest.

CREDIT CARD AUTHORIZATION

AMC now requires a credit card number with expiration date and CV code prior to any Work being performed. If for any reason, your statement balance is not paid within thirty (30) days after the due date of the Statement, Customer, authorizes AMC to charge the statement balance to your credit card, including interest on any amounts past due, as provided above.

JURISDICTION

This Contract is made in the State of New Jersey and Customer agrees that the law governing disputes shall be the federal maritime law. Customer further agrees that all disputes in any way relating to this Contract shall be determined by the Superior Court of New Jersey, Cape May County to the exclusion of the jurisdiction of any other the courts of any other state or county.

ENTIRE AGREEMENT

This Contract, together with the Order, constitutes the entire agreement of the parties and supersedes all prior representations and understandings between AMC and Customer. No amendment of this Contract shall be effective or binding unless in writing and executed by both AMC and Customer's respective duly authorized representatives.

ACKNOWLEDGEMENT

By signing below I acknowledge receipt, understanding and acceptance of these Terms and Conditions and the Order and further acknowledge and agree that the terms and conditions stated herein supersede any Terms and Conditions stated in the Order.

By: _____
Owner Owner's Representative

Date: