

SEA LOVE BOAT WORKS, INC. 4877 FRONT STREET PONCE INLET, FL 32127 Phone: (386)761-5434 - Fax: (386)760-4210 sealoveboatworks@gmail.com

WORK ORDER

BOAT NAME:		LENGTH: DATE:			
Vessel Registration #:		State of Vessel Registration:			
BOA	<u>T LENGTH</u>	RATE		TOTAL	
H & L:	(X)	\$	=	\$	
BLOCKING:	(X)	\$	=	<u>\$</u>	
PRESSURE WASH:	(X)	\$	=	\$	
ENVIRONMENTAL FEE:	(X)	\$	=	\$	
SHORT HALL/SURVEY:	(X)	\$	=	\$	
LAY DAYS: (\$2.00/PER FT.)	(X)	\$	=	<u>\$</u> (PER	DAY)
General Description of Wor	k:				

ALL INVOICES ARE TO BE PAID IN FULL PRIOR TO VESSEL LAUNCHING

The undersigned vessel owner, or his designated agent acting with his knowledge and authority, and at his direction, hereby expressly releases and holds harmless the **Sea Love Boat Works, Inc**. or its agents, directors, shareholders or employees from any liability or cause of actions for damage sustained by the vessel, while being hauled to or while on the premises of the **SEA LOVE BOAT WORKS, INC**. as a result of any acts of nature including wind and rain, or heavy seas and storms, or any other act of nature or God. **SEA LOVE BOAT WORKS, INC**. shall not be deemed as an insurer of boat owner's property, and it is recommended that boat owner secure such insurance coverage against all loss such as fire, theft and other hazards as he desires. It is further understood that it is the intent of the parties that all construction, refurbishing, repair or other work done on the vessel at **SEA LOVE BOAT WORKS, INC**. or to total charges have been given by **SEA LOVE BOAT WORKS, INC**. or its agents unless attached in written hereto. All invoices will be subject to state sales tax unless a certificate of exemption is on file prior to billing. "Lay Day" charges will be assessed on all boats remaining in the yard after Sea Love Boat Works scope of work is completed unless prior arrangements have been made with management. "Lay Days" are charged from the period of time that outside contractors provide services on behalf of the owner. The undersigned vessel owner is responsible for all outstanding balances due, on services or "Lay Day" storage, before the vessel leaves the premises.

<u>VESSEL OWNER'S OUTSIDE CONTRACTORS</u> MUST BE APPROVED BY **SEA LOVE BOAT WORKS INC.** and **SUPPLY SLBW WITH CURRENT CERTIFICATE OF LIABILITY INSURANCE with a MINIMUM \$1,000,000 limit (Sea Love Boat Works, Inc. & Blue Water Realty Advisors, LLC. to be named** as "additionally insured".)

Customer Initials

A 15% COMMISSION WILL BE CHARGED FOR ALL WORK PERFORMED BY OUTSIDE CONTRACTORS OR AN AGREED PERCENT BY MANAGER.

THIS AGREEMENT INCORPORATES BY REFERENCE FEDERAL STATUTE 46 U.S.C., § 31342 (A/K/A THE COMMERCIAL INSTRUMENTS AND MARITIME LIEN ACT) AND SECTION(S) 328.17 AND 713.60 OF THE FLORIDA STATUTES UNDER WHICH THE MARINA MAY FORECLOSE ITS LIEN ON OWNER'S BOAT IN THE EVENT OF NON-PAYMENT OF THE FEES DUE AND PAYABLE HEREUNDER. THE RIGHTS AVAILABLE TO THE MARINA UNDER SAID STATUTES ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH THE MARINA HAS AVAILABLE TO IT UNDER THIS AGREEMENT OR OTHERWISE AT LAW AND/OR IN EQUITY.

NOTICE TO VESSEL OWNER - Pursuant to Florida statue 327.59:

Sea Love Boat Works hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined between the marina owner or manager, and the vessel owner) after issuance of a tropical storm or hurricane watch for Volusia County, Florida, under Florida law, that Sea Love Boat Works, Inc. is authorized but, not obligated to remove your vessel, from its slip, or take any and all other reasonable actions deemed appropriate by Sea Love Boat Works, Inc management, employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you will be charged an emergency hurricane haul out fee for any such action, see hurricane haul-out schedule.

Sea Love Boat Works and Marina, it's owner, manager, employee, or agent shall not be held liable for any damage incurred to a vessel from storms or hurricanes either in wet slips or up-land storage and is held harmless as a result of such actions. The Boat Owner is responsible for any and all damages incurred to the Marina common areas and real or personal property adjacent or connecting to the Marina, as a result of Owner's failure to comply to this provision.

Resale Certificates are NOT valid for Sales Tax Exemption unless the following three criteria are met:

- 1. Your Company is acting on behalf of Vessel Owner AND is the Guarantor of Payment AND customer to "Sea Love Boat Works Inc." aka (SLBW) regarding ABOVE VESSEL.
- 2. "Owner Authorization form" submitted to Sea Love Boat Works, fully completed, executed, and notarized.
- 3. All Payments made to SEA LOVE BOAT WORKS on behalf of ABOVE LISTED VESSEL must be made with Your Company's credit card.
- Unpaid Sales Taxes are reported to Florida Department of Revenue Sales and Use Tax Division.

Is your company sales tax exempt? ____ YES ____ NO

If YES, all documents must be provided and approved by Sea Love Boat Works prior to Work Commencing:

*Exempt Status APPROVED by ACCOUNTING-SLBW_____ *Exempt Status DENIED by SLBW

I have read the foregoing and fully understand all the terms thereof and accept this agreement and agree to abide by each and every one of the conditions set forth.

It is the customer's responsibility to do a walk through and to visually inspect for any issues and defects associated with the worked performed on the vessel prior to launch. Payment is Due in Full prior to launch of vessel.

Signature of Vessel Owner or Authorized Agent/CAPTAIN	PLEASE PRINT THE FOLLOWING
Signature of Vessel Owner of Authorized Agen/CAFTAIN	Customer NAME:
Phone:	Cust. Street Address:
Email:	Customer City-State:
ZIP:	