

Wayfarer Marine

TERMS & CONDITIONS OF BUSINESS

SAFETY POLICES

Safety is a primary concern of Wayfarer. Any owner or crew member who wishes to work on a vessel while at Wayfarer must receive prior approval and a proper safety briefing by an authorized Wayfarer employee and agree to the terms of the Wayfarer Safety Program before any work is begun. All owners agree that they, their crews and their guests will comply with all applicable local, state and federal regulations and statues and comply with the Wayfarer Marine General Safety and Yard Policies which are available in the Wayfarer office, and agree to reimburse Wayfarer for all costs associated with a violation of any of these requirements.

WORK ORDERS

Work orders are accepted only on a time and materials basis at the current Wayfarer Marine rates, unless other arrangements are specifically agreed to in writing prior to the commencement of the work. All change orders which modify the scope of the work order are accepted on a time and materials basis only. Environmental Fee: 2.5% of total charges to offset expenses incurred to comply with expanded EPA & OSHA regulations.

CREDIT POLICY

- Payment is expected when services are rendered. We accept cash, credit cards (Visa, MasterCard) and personal checks. Returned checks shall be subject to a minimum fee of \$28.00. Wayfarer Marine retains all lien rights in accordance with applicable state and federal laws. Accounts unpaid after 30 days will be assessed a late fee of 1.5% per month, 18% per annum.
- **Vessels having an overdue outstanding balance due will not be launched until the account is paid in full.**
- In the event that your account is placed in the hands of an attorney for collection, or if a suit is instituted to collect your account or any portion thereof, the boat owner(s) agrees to pay reasonable attorneys' fees which shall be not less than 25% of the balance then due and owing, plus any other costs incurred in the collection.

HAUL and LAUNCH

- It will be the boat owner's responsibility to open/close all seacocks. You must inform Wayfarer of the location of any underwater mechanisms (i.e. knotmeters, depth transducers, etc.) or assume responsibility if they are damaged during haulout. Access is required to the interior of all boats when hauled or launched. Combination locks are highly recommended. Wayfarer can install a combination lock at your request.
- Owner must provide adequate dock lines for hauling and launching. Boats not picked up on time will be stored on a Wayfarer mooring at the usual and customary daily rates.

OUTSIDE CONTRACTORS

With the prior written permission of Wayfarer, outside contractors may be permitted to work on boats located at Wayfarer provided that the Contractor agrees that his/her work will not conflict with Wayfarer trades and work schedule and will comply with the published Wayfarer Marine Contractor Rules and Regulations and enters into a Contractor Agreement with Wayfarer. All contractors working on Wayfarer property must submit copies of their liability insurance to the front office in advance of any work being completed. Contractors are required to check in each day with the front office upon arrival.

INSURANCE

Wayfarer maintains liability insurance for its activities. However, all owners are required to maintain their own liability and hull insurance because such policies generally offer far more protection to the boat owner than a third party, such as Wayfarer's liability policy.

Wayfarer Marine, therefore, assumes no liability for any loss, damage or injury to Signatory's boat or the Owner, his/her family, invitees or servants. The Owner and the Owner's vessel will indemnify and hold harmless Wayfarer from any cost, expenses, damages, and against all claims, demands, and/or damage liability that may be asserted by anyone.

The Owner covenants and agrees that he has in full force and effect a marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel and property, and a third party liability policy, also known as P & I policy.