



## ADDITIONAL TERMS AND CONDITIONS

1. I hereby authorize the repair work to be done along with the necessary materials. You and your employees may operate the boat, motor(s) and trailer on any waterway, or elsewhere for the purpose of testing, inspecting or delivery at my risk. An express mechanics lien is acknowledged on the above unit to secure the amount of repair thereto.
2. Risk of Loss:  
Owner recognized that storage of Vessel, equipment and/or other items is at the Owner's risk. For Vessel's protection and owner's peace of mind, Somers Point Marina (SPM) strongly recommends owner remove all valuable items from Vessel. It is expressly agreed SPM will not be responsible for any loss, theft, destruction and/or damage of any items, nor for any loss, theft, destruction and/or other damage to Owner's Vessel or any other appurtenant to the Vessel or other equipment relating to any service provided by SPM. Owner does hereby indemnify and agree to hold harmless SPM, its agents, servants, employees, and representatives, from and against any loss, cost or damage resulting to Owner's Vessel and/or property, and/or other persons property. In no event shall SPM be liable to Owners', Owner's employees, agents, servants, guests, invitees, and licensees resulting from SPM's inability to act due to circumstances beyond the control of SPM, without limitation, any emergency, terrorist or other situation, or any act of God.
3. Boat, motors or trailers not picked up within 10 days of the date of invoice will be subject to hauling and storage charges.
4. Boat Hauling and Launching (forklift or trailer service) is not included in the hourly labor rate and is additional.
5. I acknowledge that Somers Point Marina has all the appropriate Maritime liens, either Federal or State, upon the boat, motor(s), and accessories thereof, to secure any and all space rental fees, repair, gas, oil, maritime hardware, accessories, or other services or materials rendered to or supplied to owner for use upon the boat.
6. Interest at the rate of 2% per month or fraction thereof will be charged on all past due accounts. Boats, motor(s) and trailers left on Somers Point Marina premises for a period of 30 days without the payment of storage or repair bills will be considered abandoned, and seizure and sale procedures will be instituted under the laws of the State of New Jersey. I agree to pay any other costs that are actual plus an additional 25% of the sum due in the event the account is referred to an attorney or collection agency to effect collection.
7. In addition to parts & labor Somers Point Marina also charges a "shop/environmental fee" as part of the repair bill. This fee is to help defray the cost of certain materials, disposal of fluids & other fees that cannot be accurately itemized, but which are used in the repair & service to your boat/motor(s)/trailer. This fee is a 2% flat rate of the total of parts & labor, minimum of \$15 to a maximum of \$75 per work order.
8. Somers Point Marina guarantees the labor used in performing this service for a period of 30 days from the date of invoice. This Limited Warranty specifically EXCLUDES electrical equipment, wiring shorts and fuel system repairs –when due to contamination and any failure related to customer negligence.
9. Somers Point Marina requires that any boat stored on marina property must carry no less than \$500,000 in Protection & Indemnity (watercraft liability) insurance, which includes Pollution Liability, and names Somers Point Marina as additional insured. A copy of the Certificate of Insurance meeting this criterion must be on file.
10. An additional fee will be charged for emergency hauling/launching and/or storage in the event of inclement weather or impending storm.
11. LOA is boat length overall defined as the measurement in feet from the tip of the bow to the center of the stern, including bow pulpits, swim platforms, motor brackets and length of the motors or outdrives in the raised position.
12. The boat, motor(s) or trailer shall not be removed from the facility until all charges are paid in full.
13. Payment is due upon receipt of invoice.