



BOAT SERVICE REQUEST FORM

Fax to: 239.394.6668

Name: _____ Date: _____

Florida Address: _____

Other Address: _____

Day Phone: _____ Fax: _____

Please check one: Storage Customer Outside Customer

Boat arriving by: Water Trailer

Desired Completion Date: _____

Boat Make/Model/Year: _____

Number of Motors Make/Size/Year: _____

Problem: _____

Special Instructions: _____

I understand and accept the Terms and Conditions set out below

Signature: _____ Print Name: _____





TERMS AND CONDITIONS

1) Services Charges; Failure to Pay

Upon completion of all service work performed by Cedar Bay Marina ("CBM"), CBM will promptly notify Owner of completion. Storage customers will be billed for this work on the first (1st) day of the following month, with payment being due by the twentieth (20th) day of that month. Payment not made by or received after the 20th will subject the storage customer to a \$10.00 late fee or a monthly service charge of 1½% (annual percentage rate of 18%), whichever is greater. Outside customers (defined as those not having a storage contract with CBM) will have to pay for all service work before they can take possession of their boat. If an outside customer fails to pay for the service work within five (5) calendar days from the date notice was given or fails to take possession of the boat within five (5) calendar days after payment was made, the outside customer will be subject to a \$10.00 late fee or a monthly service charge of 1½% (annual percentage rate of 18%), whichever is greater. Additionally, after the five (5) day period, an outside customer will begin to accrue storage charges at the then highest prevailing daily or monthly rate charged by CBM (with no refund for a partial month storage).

2) Owner's Right of Access

In the event CBM will not release the boat to Owner for the Owner's failure to pay CBM for (1) repair work or other work performed on the boat; (2) any charges incurred for failing to pay, including, but not limited to, any late fees, storage fees, and interest; (3) any charges for failing to take possession of the boat within five (5) days after payment was made; or (4) any other reason provided herein, CBM will provide Owner access to the boat during CBM's normal operating hours for the purpose of maintaining, cleaning, inspecting, and preventing any type of damage to the boat. Owner shall not be entitled to remove any items or components from the boat. CBM will not be responsible for the preservation and safekeeping of the boat, for cleaning or covering the boat, or for damage of any kind occurring to the boat, to personal property stored on the boat, and/or to the trailer, including rain damage.

3) Authorization for Lien and Sale on Nonpayment of Charges

Storage customers are to pay all expenses incurred in the repair of the above-described boat by the twentieth (20th) day of the month in which they are billed. Outside customers are to pay all expenses incurred in the repair of the above-described boat within five (5) days from notice by CBM. If the storage customer or outside customer fails to pay all charges for the repair of the boat within this time frame, CBM shall have a lien on the boat, which shall include, but is not limited to, amounts for service charges, storage charges, late fees, and interest. If the amount owing is not paid by Owner within ten (10) days after Owner receives notice of CBM's intention to sell the boat to pay for all amounts due and owing, CBM may sell the boat at a public or private sale to the highest bidder. To the extent that CBM receives more from the sale of the boat than CBM is owed for labor and materials, for all costs incurred in selling the boat, for all collection costs, including attorneys' fees, and for accrued storage charges, late fees, and interest, a check for the remainder of the money will be sent to Owner at the address provided for notice.

4) Risk of Loss

Owner agrees that the boat, all personal property stored on the boat, and/or the trailer are delivered to CBM at Owner's risk of loss or damage from all causes, including, but not limited to, acts of God, theft, collision, confiscation, vandalism, sinking, deterioration, fire, and CBM's own negligence. However, Owner shall immediately notify CBM in writing on forms provided in CBM's office of any damage occurring to the boat while in CBM's possession, and, in any event, shall provide such notice before the boat leaves or is taken from the Marina. Unless this notice is given before the boat leaves or is taken from the Marina, Owner waives any right which may exist against CBM. Owner is required to carry insurance for the boat, its contents, and the trailer while the boat is in CBM's possession. In no event shall liability extend to payment for loss of use of the boat or for loss of any articles left in the boat.

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5) Owner's Liability and Indemnity of Marina

Owner covenants to exercise due care when given access to the boat while in CBM's custody. Owner shall indemnify CBM against all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from or connected with the Owner's access, possession, and use of the boat on or away from CBM's property.

6) CBM'S DISCLAIMER OF SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES

CBM WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF CBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7) **Owner agrees to the Trailer Haul and Launch Release Form and the Bimini Release Form attached to the Service Request Form, which are incorporated by reference.**

8) Miscellaneous Provisions

A. Waiver of Terms and Conditions. No failure of CBM, its employees, or its agents to enforce any of the terms and conditions herein is or shall be considered to be a waiver of such term or condition in the absence of an expressed written waiver signed by CBM.

B. Entire Agreement; Modification of Agreement. This agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this agreement will be valid and binding unless such modification is in writing and executed by both parties.

C. Severability. If any clause in this Agreement is held to be invalid or expires due to the happening of an event, the entire Agreement will not become void but will be enforceable and interpreted as if the invalid provision was not a part of the Agreement.

D. Notices. Any notice to be given under this agreement shall be sent by registered or certified mail, and shall be deemed to be given when so mailed to the party to be notified at the address stated above, or at such other address as the party to be notified directs in writing.

F. Governing Law, Jurisdiction, and Venue. This agreement and any interpretation thereof shall be governed by the laws of the state of Florida. Owner expressly submits to this jurisdiction. This agreement shall be deemed to be entered into in Collier County, Florida. Venue for any action brought under, arising out of, or related to this agreement shall be located exclusively in Collier County, Florida.

G. Attorneys' Fees. In the event any action is filed in relation to this agreement, the prevailing party shall be entitled to its attorneys' fees and costs through trial and appeal, if any.

Labor Rate - \$98.00 per hour - Minimum 1/2 hr. charge