



WORK ORDER REQUEST AND PAYMENT AUTHORIZATION



Owner Billing Information

Name _____ Cell Phone _____

Address _____ City _____ State _____ Zip _____

Email _____

Boat Information Power/Sail

Boat Name _____ Make _____ Hull/Reg # _____

LOA _____ Beam _____ Draft _____ Year _____ Key/Combo _____

Location/Slip # _____

Engine Make _____ Model _____ Year _____ Serial # _____

Generator Make _____ Kilowatt Hours _____

Services to be Performed: _____

Payment Information: Credit card information is required with all work order requests. All charges must be paid in full before the vessel is released to the customer. Credit cards will automatically be charged unless another method of payment is arranged.

Card # _____ Expiration Date _____

Security Code _____ Zip Code _____

I have read the below and agreed to the terms and conditions of this contract.

Mechanical work requested for boats older than 2000 will be reviewed before request is accepted. If any vessel is considered unsafe, no work will be started until safety issues are resolved.

Owner Signature/Authorized Signer,

_____ Date _____

Exhibit A

Terms and Conditions

1. Applicability: These terms and conditions ("Terms") are the only terms which govern the services ("Services") to be provided by TPG Marinas to the owner ("Owner") of the vessel(s) ("Vessel") listed above and in the accompanying estimate ("Estimate"). The Terms and Estimate are collectively referred to herein as the "Agreement." These Terms shall prevail over any prior agreements or discussions between TPG Marinas and the Owner. The owner will be deemed to have accepted these Terms TPG Marinas commencement of performance of the Services or Owner's return of the signed Agreement, whichever is earlier.





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2. Compensation: In consideration of the performance by TPG Marinas of the Services, Owner agrees to pay TPG Marinas the fee set forth in the Estimate (or the portion earned) within thirty (30) days of submission of TPG Marinas invoice or as otherwise set forth in the Agreement. In addition, Owner shall reimburse TPG Marinas for reasonable expenses incurred in performance of the Services, including but not limited to travel expenses, storage charges, shipping charges, and other reasonable expenses incurred in TPG Marinas performance of the Services. Owner shall pay such reimbursable expenses within thirty (30) days following Owner's receipt of an invoice containing such expenses. Any amounts due to TPG Marinas from Owner under this Agreement shall, after a thirty (30) day grace period, bear interest from the due date at the maximum rate allowed by applicable law.
3. Change Requests: Owner may request a change to any portion of the Services at any time by submitting such request in writing to TPG Marinas ("Change Request"). Within a reasonable time after receipt of a Change Request from Owner, TPG Marinas shall evaluate the impact of the Change Request and provide Owner with a written statement setting forth its estimate of the cost of the change. Within a reasonable time after receipt of a Change Request from TPG Marinas, Owner shall provide a written acceptance or rejection of the Change Request. TPG Marinas fee for the Services shall be adjusted to the extent of any increase in Services, at a fixed amount as agreed by the parties, or if the parties do not agree to a fixed amount, on a time and materials basis at the rates set forth herein, or if no rates are set forth, at rates agreed by the parties. TPG Marinas shall not be required to proceed with a change in services absent agreement by the parties in writing.
4. Warranty: TPG Marinas warrants that the Services shall be performed using personnel of required skill, experience and qualifications in a professional and workmanlike manner. Other than as set forth herein, TPG Marinas makes no warranties regarding workmanship or materials, either express or implied, including any implied warranty or merchantability, fitness for a particular purpose or seaworthiness.
5. Fees and Costs: Owner shall reimburse TPG Marinas for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which TPG Marinas does not waive by the exercise of any rights hereunder), TPG Marinas shall be entitled to suspend the delivery of any goods or performance of any services hereunder if the Owner fails to pay any amounts when due hereunder.
6. Liability of TPG Marinas.: TPG Marinas shall have no liability for any matters arising out of or related to this Agreement except to the extent caused by the sole negligence of TPG Marinas or those for whom it is directly responsible. In no event shall TPG Marinas liability for any matters arising out of or related to this Agreement exceed the fee paid to TPG Marinas under this Agreement. No principal, partner, member, director, officer, agent, servant, employee, or consultant of TPG Marinas shall have any personal liability relating to the subject matter of this Agreement.
7. Insurance: Owner shall at all times maintain adequate and customary insurance covering the Vessel for the duration of the Services, including while the Vessel is in the custody and/or control of TPG Marinas. The owner and TPG Marinas each hereby waive their entire right of recovery against the other for injury, loss, or damage to the extent covered by insurance proceeds received by the damaged party. All policies required hereunder shall provide that the respective carrier(s) waives all rights of subrogation with respect to losses payable under such policies.
8. Termination: TPG Marinas shall have the right to terminate this Agreement upon seven (7) days' written notice in the event that Owner is in material breach of its obligations hereunder. In the event the Agreement is terminated for any reason prior to the completion of the Services, then, in addition to the reimbursable expenses detailed herein, Owner shall pay to TPG Marinas the balance of the remaining fee as of the date of termination, representing payment for demobilization costs, opportunity costs, and anticipated lost profit. TPG Marinas exercise of its rights under this section shall not in any way limit or abridge other remedies available to it under the Agreement or applicable law, including any lien rights with respect to the Vessel.
9. Force Majeure: TPG Marinas shall not be liable or responsible to the Owner, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TPG Marinas including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, terrorist threats or acts, riot, or other civil unrest, public emergency, epidemics or pandemics, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
10. General Provisions: a. The Owner hereby grants TPG Marinas, its agents and employees, permission to operate the Vessel for the purpose of testing and/or inspection. b. Owner shall remove all articles of personal property, gear, or other appurtenances not necessary for the performance of the Services from the Vessel prior to delivery of the Vessel to TPG Marinas. TPG Marinas shall not be responsible for damage to or loss of any such articles of personal property, gear, or other appurtenances left aboard the Vessel, due to fire, theft, pilferage, or otherwise. Delivery of the Vessel does not constitute a bailment of any articles of personal property, gear, or other appurtenances left on the Vessel which are not necessary for the performance of the Services. c. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior agreements, whether written or oral. d. No change, modification, or amendment shall be made to this Agreement unless set forth in writing and signed by the parties hereto. e. All express representations, warranties, indemnifications, and limits of liability included in this Agreement will survive its completion or termination for any reason. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The remaining provisions shall remain in full force and effect, as if the unenforceable provision had been deleted. The parties agree to replace any omitted provision with a valid provision that comes as close as possible to the intent of the omitted provision. f. This Agreement shall be governed by and construed under the laws of the state in which the Services are performed, without regard to its conflicts of laws principles. g. TPG Marinas and Owner will first attempt to resolve disputes or disagreements through discussions between their respective representatives, who shall meet upon the request of either party as soon as conveniently possible to attempt to resolve such dispute or disagreement. If after meeting, the representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA"). If a dispute has not been resolved in accordance with the procedures set forth above, such disputes shall be decided by arbitration in accordance with the applicable AAA rules then in effect, unless the parties mutually agree otherwise. The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.