



VESSEL REPAIR REQUEST FORM

Customer Name: _____ Date: _____

Billing Address: _____

Physical Address: _____

_____ Email Address: _____

Primary Tel. No.: _____ Alternate Tel. No.: _____

Vessel Make/Model/Year: _____

Problem: _____

_____ **VESSEL ACCESS? OPEN Y / N KEY Y / N COMBO #** _____

***FOOD IN FRIDGE/FREEZER?? YES NO** RPM is *not* responsible for food left in fridges/freezers should power be lost and/or shore power cords are not provided by boat owners. Fridges/freezers should be emptied before vessel arrives in the boatyard.

***WINTERIZED?? YES NO** RPM is *not* responsible for engines, gensets, fresh water and waste systems not winterized or heated during colder months. If vessel has heaters, please make sure they are plugged in, working, and safe. If winterization is requested by the owner while the vessel is in the yard, owner will be charged time and materials. If only heating is used, and the vessel owner would like us to check on heating, owner will be charged for time to tend heating systems/heaters.

Special Instructions: _____

I understand and accept the Terms and Conditions set out below.

Signature: _____ Date: _____

TERMS AND CONDITIONS

1. Service Charges; Estimates. All work to be performed on a vessel will be set forth in an Estimate. Customer agrees that the services charges set forth in an Estimate are only an ESTIMATE of anticipated customary charges and should not be construed as a bid to perform work for a set charge. The total cost to repair the vessel may be affected by requested or required additional work, or by corrosion, deteriorated parts, and other conditions discovered after work commences. In some cases, it may not be possible to return the vessel to an operable condition without incurring additional charges. Estimates are valid for work authorized within thirty (30) days of the estimate date. As the work progresses, if additional work not stated in the original Estimate needs to be performed, RPM will send Customer one or more supplemental Estimates that include the additional work. Customer agrees to pay RPM the actual labor and material costs for services listed on an authorized Estimate. Customer must authorize all Estimates by signing the Estimate. Customer can also authorize an Estimate by way of an email to RPM, and referencing the Estimate number.
2. Payment Terms. Customer must pay RPM a down payment equivalent to fifty percent (50%) of the Total Estimated Cost before RPM will commence services. RPM reserves the right to charge Customer progress payments. The schedule of progress payments will be set forth in the Estimate. Customer must pay for all labor and material costs incurred for services listed on an authorized Estimate before it can take possession of its vessel. If Customer fails to pay any amount due within five (5) calendar days of the due date, Customer will be subject to a late fee in the amount of \$25.00. Additionally, any amounts due that are not paid within thirty (30) calendar days of the due date will be subject to a monthly service charge of one and one-half percent (1½%). If Customer fails to take possession of its vessel within five (5) calendar days after final payment has been made, Customer will be subject to storage charges at RPM's prevailing monthly storage rate with no refund for partial month storage.
3. Warranties. RPM warrants that the services will be performed by qualified personnel in a professional manner, in accordance with the specifications set forth on any Estimate. ***Except for the express warranties set forth in these Terms and Conditions, RPM expressly disclaims all warranties with respect to the services and parts and materials used in the services, express and implied, including but not limited to any warranties that may arise from course of dealing or usage of trade.***

Warranties are as such: All parts, products, systems, and materials, are limited to manufacturer warranty. Workmanship carries a two year warranty, unless a 3rd party has performed work in, on, or around affected area of RPM work, in which case all RPM warranties are void.
4. Work Performed by Customer.

- a. Requirements. Customer may not perform services or repair work on its vessel while the vessel is located on RPM's premises unless RPM provides Customer with written approval in advance of such work being commenced and Customer provides RPM evidence of at least \$1 million in liability insurance on the vessel.
 - b. Subcontractors. Customer may not bring subcontractors or other persons onto RPM's premises to perform services or repair work on Customer's vessel, unless Customer provides RPM with documentation evidencing that the subcontractor or person is licensed, bonded and insured up to \$1 million (any such subcontractor will be a "Permitted Subcontractor/s").
 - c. OSHA Compliance. Customer shall itself, and shall require and ensure that its Permitted Subcontractors and other agents, comply with all OSHA safety standards while on RPM's premises. Customer agrees that any tools and equipment that Customer, its Permitted Subcontractors or other agents use or bring onto PRM's premises will comply with OSHA safety standards.
 - d. Electrical Hook-Up. Every vessel must be grounded by RPM staff prior to any electrical hook-up within RPM's premises.
 - e. Indemnification. Customer on behalf of itself and its employees, servants, Permitted Subcontractors, other subcontractors, agents and guests agrees and hereby releases, indemnifies and saves harmless RPM from any loss, accident or damage to Customer, Customer's employees, servants, Permitted Subcontractors, other subcontractors, agents and guests and Customer's Property, arising from or related to services or repair work that Customer or Customer's employees, servants, Permitted Subcontractors, other subcontractors (aside from RPM), agents or guests performed on the vessel, to the extent permitted by law.
5. Failure to Pay; Lien. If Customer fails to pay all charges when due, RPM shall have a lien and security interest on the vessel, her tackle, apparel and furniture for any unpaid service charges, storage charges, late fees and interest. If Customer fails to pay the full amount owed to RPM within thirty (30) days from the due date, RPM shall have the right to resort to all rights and remedies granted under the Oregon Uniform Commercial Code, including, but not limited to, the right of public or private sale. In exercising the right of sale, Customer agrees that RPM's published notice of sale and notice to Customer may be concurrent. Customer also agrees that a Maritime lien for any unpaid services performed on Customer's vessel shall be created on said vessel, her tackle, apparel and furniture, which Maritime lien may be enforced by RPM, its successors and assigns, as an additional remedy in either Federal or State courts.
 6. General Provisions.
 - a. No Camping. Neither Customer nor its employees, servants, Permitted Subcontractors, other subcontractors, agents or guests may stay overnight on Customer's vessel, or otherwise in or around RPM's premises, while the vessel is located on RPM's premises.

- b. Entire Agreement; Modification. These Terms and Conditions together with all approved and authorized Estimates (collectively, the “Agreement”) constitute the entire understanding of the parties, and no representations or promises have been made that are not set forth in the aforementioned documents. These Terms and Conditions may not be modified or amended unless such modification or amendment is in writing and signed by both parties.
- c. Waiver. RPM’s failure to enforce any of provisions within the Agreement will not be deemed to be a waiver of such provision. Further RPM’s waiver of a breach of a provision in the Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- d. Severability. If one or more of the provisions within the Agreement is determined to be unenforceable in any respect, the enforceability of the other provisions will not be impaired.
- e. Further Assurances. Customer will sign other documents and take other actions reasonably necessary to further the effect of, and evidence, the Agreement.
- f. Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- g. Notices. All notices, demands and requests required or permitted to be given under these Terms and Conditions shall be delivered by hand or by first class mail, postage prepaid. Notices shall be given to the parties at any of the party’s addresses stated in the Vessel Repair Request Form, or at such other address as a party subsequently designates in writing. Notices shall be deemed given and received at the time of delivery, if hand delivered, or three days after deposit in the United States mail, as evidenced by the postmark stamped on such notice.
- h. Attorney Fees. In the event that any claim or action is filed in relation to the Agreement, the prevailing party shall be entitled to its attorneys’ fees, costs and expenses of every kind, through trial and appeal, if any.
- i. Governing Law; Venue. The Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Agreement. The parties agree that venue for any action or proceeding shall be exclusively in any federal or state court in Multnomah County, Oregon.
- j. Signatures. The Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page.

Customer signature _____ Date _____

