



# **SAN FRANCISCO BOAT WORKS**

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San Francisco Boat Works, hereafter referred to as the Yard, and the owner(s), thereafter referred to as Owner, of the boat commonly known as \_\_\_\_\_, hereafter referred to as the Boat, agree to the following terms and conditions for the storage and/or performance of work on the Boat by the yard.

1. Owner agrees to pay for all services and materials, which are, in the opinion of the Yard, necessary to perform work upon the Boat requested by the Owner.
2. The cost of all work requested by the Owner shall be stated in a written estimate from the Yard, and, unless otherwise agreed to by Owner, no work shall be performed upon the Boat unless such a written estimate shall first be accepted in writing by the Owner. Notwithstanding the terms of this paragraph, an Owner may orally authorize changes or additions to previously requested work without accepting a written estimate in writing for such work.
3. Owner acknowledges that if he requests work to be performed without first obtaining and accepting a written estimate provided by the Yard, then he shall pay for all parts, materials and labor that are reasonably necessary in the opinion of the Yard, to perform the work requested by Owner.
4. Except as otherwise agreed to, in writing, the price for labor provided by the yard is at the current rate in effect when requested by the Owner or performed by the Yard.
5. All labor is guaranteed for thirty (30) days against defects in workmanship.
6. Storage fees or lay days are charged for each day that the Boat is on the premises of the Yard and not being worked on by the Yard. Storage fees and lay days shall be charged at the current rate in effect on the day the Boat shall be on the premises of the Yard.
7. Owner acknowledges that only Craig Page, Manager, has authority to make any representations to the Owner regarding guarantees of work, services or materials provided by the Yard and that no other persons including employees or agents of the Yard have any similar authority.
8. Owner acknowledges that the Yard shall not be held liable for any damage caused to his/her Boat in the course of its being moored, lifted, hauled or transported in or on the Yard, that is the result of a defective design or defective condition of the Boat, or the failure of any lifting lug, cleat, eye or any other device attached to the Boat which the Yard reasonably uses for mooring, lifting, hauling, or transporting.
9. Boats shall not be released from the Yard unless ALL charges for services, materials, parts and lay days have been paid in full. If the Boat shall remain in the Yard because of unpaid charges then daily storage fees shall be charged owner pursuant to the paragraph 6, above.

SFBW Liability Waiver

10. All unpaid balances due the Yard shall, after 30 days of billing, be subject to an interest charge at the rate of eighteen percent (18%) per annum. In the event of any suit to collect unpaid balances due the Yard, pursuant to this paragraph, the prevailing party shall be entitled to recover costs and attorney's fees.
11. Owner represents that standard liability insurance coverage for the Boat is in effect during any time that the Boat is on the premises of the Yard, including the time that the Boat is at dockside and in the water, and that his insurance policy permits operation of the Boat for testing, inspection or delivery of the Boat by the Yard.
12. Owner agrees to indemnify and hold harmless the Yard against all claims and losses resulting from storage of the Boat, performance of repair or work upon the Boat, transportation or operation of the Boat that are not caused by the negligence of the Yard.
13. The undersigned is the Owner of the Boat described herein or an authorized representative of the Owner. He/She agrees to the conditions stated above and authorizes the work or services noted as attached to this form.

Name of Legal Owner or Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Craig Page \_\_\_\_\_ Date \_\_\_\_\_

for San Francisco Boat Works