



1 Marina Drive • Washburn, WI 54891
715-373-5050 • boat@washburnmarina.com

2019 Haul-out Packet

All the forms you need – right here in one PDF Fillable Form File.

- Please read the cover letter and all forms.
- Complete the forms for services you need.
- Leave unneeded forms blank.
- Click the “SUBMIT AS EMAIL” button below to send the entire packet. Your email software will open and send the completed PDF as an attachment.
- **IF YOUR EMAIL SOFTWARE DOES NOT OPEN - YOUR FORM DID NOT SEND! Save the completed form and email as an attachment.**

You will need **ADOBE READER** to complete the fillable form. A link to that form is in the cover letter portion of the packet.

Should you have questions or need assistance please feel free to contact us.



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August 20, 2019

RE: Haul Out 2019 – OUTSIDE STORAGE

Greetings:

Thank you for another great boating season! As we come to the close of August, we are preparing for haul out. . Please find all the information below and the forms attached. Our forms are now also available online at washburnmarina.com/launch--haul as fillable Adobe PDF files.

HAUL OUT: Haul out begins mid-September and is in full swing after the 1st of October. If you are not a Washburn Marina dockage customer, please call ahead to make arrangements for a slip. Dockage requirements exceeding one day will be charged at \$1.25/boat foot/day. The haul out form is attached and is available as a fillable PDF on our [website](http://washburnmarina.com/launch--haul). When you complete your Haul-out Form, **please indicate when you expect to launch in the spring.** This will assist us in placement of your boat for access at launch.

We ask that you return the signed forms by September 15, 2019 to allow us time for scheduling. The majority of scheduling will begin after the September 15th due date, based on those received first getting preference. Haul out requests prior to Sept. 15 will be scheduled upon receipt. Once we have you scheduled, you will receive a confirmation email or call. We will try to give you an indication of whether it will be in the morning or afternoon, but please be prepared for possible changes due to weather or other circumstances. Winterizing services will typically be provided prior to your haul-out or at that time.

LAUNCH: Launch 2020 forms will be distributed mid-March. At that time you will select the commissioning services you require as well as your desired launch date. Please indicate on the haul-out form your anticipated launch date by week. Should a move be required due to a requested launch change a minimum \$150 fee will be charged.

LAND STORAGE LICENSE: Included is the 2019 Land Storage License. Please complete and return with your haul out paperwork. This form is also available as a fillable PDF on our [website](http://washburnmarina.com/launch--haul).

PAYMENT: Fees for haul out/launch and storage, along with servicing are collected in the fall. You will receive an invoice shortly after your haul out and servicing has been completed. Final costs are determined based on measured boat size and services provided.

DECOMMISSIONING: The Service Technicians are preparing to take care of your decommissioning needs. It is much easier for us to perform some of the services prior to the hustle and bustle in October so much of the mechanical services will be done prior to haul out. Due to time constraints, services that have not been requested in advance are usually unavailable on the day of your haul out. Winterizing of engines, generators and most water systems will be done the day of haul out.

SHRINKWRAPPING: We offer professional service at a competitive rate with a contractor from the Twin Cities. Due to liability issues we do not allow boat owners to shrinkwrap their own vessels. Please see the attached shrinkwrap request form for this service and fee structure. Fillable PDF forms are available on our [website](http://washburnmarina.com/launch--haul).

WINTER WORK REQUEST: The Washburn Marina Service Department is fully staffed and tooled, ready to take on any project for your boating needs. We have excellent fiberglass, gelcoat and painting service, our ABYC certified mechanics are skilled and knowledgeable about engines, electronics and boat systems. We are also a Raymarine dealer and service center. A Winter Work Request can be found on our [website](http://washburnmarina.com/launch--haul). We **OFFER FREE QUOTES**.

Should you have any questions, please do not hesitate to contact us. We are open 7 days per week with **FANTASTIC SAVINGS** in our Ship Store as we have blow out prices beginning Labor Day weekend.

Sincerely,

Michelle Shrider

Michelle Shrider, CMM
General Manager

IMPORTANT DATES & INFORMATION

- **Forms are due by SEPTEMBER 15, 2019 WITH CURRENT CERTIFICATE OF INSURANCE**
- **Firm scheduled dates are made with a signed haulout form, not verbal or email notes**
- **Pre-haul out service (oil/filter & fuel filter changes) must be done prior to Sept. 30, 2019**
- **Confirm your boat insurance is on file with the Marina Administration**

WASHBURN MARINA

2019 Haul Out Information

Our goal at the Washburn Marina is to make the haul out and winter storage a secure and reassuring experience. It is the least we can do since it is never a boater's favorite time of year. To make the process go easier and smoothly note the following:

- TARGET HAUL OUT COMPLETION DATE: October 31, 2019
- SCHEDULED HAUL OUT DATES: We try to hold to a schedule and most days work out as planned, but sometimes the time will change. We can't offer an exact time, but if we assure you it will be either morning or afternoon, we will do our best to keep it that way. We do not haul inside storage boats on Saturday or Sunday.
- SIGNED FORMS REQUIRED: Verbal requests for haul out do not secure your date. Only signed forms will be put on the schedule.
- OWNERS PRESENT AT HAUL OUT: We respect that you like to be present for the hauling and storing of your boat, we want to do things right for you. Please be on time and ready to go if you do plan to be present.
- DECOMMISSIONING SERVICES: Please don't ask for additional services the day your boat is being hauled out. We will likely have to say "no" and we don't want to do that.
- CRADLES, TRAILERS AND JACK STANDS: Let us know if you are in need of any services to your existing storage device(s) or if you are in need of a rental. Cradles, trailers and stands that are in good shape ensure that your boat will stay that way too. Unsafe cradles and stands, as determined by marina staff will not be used under any circumstances.

SHIP STORE END OF SUMMER BLOW OUT SALE

Starts Labor Day Weekend

Look for Discounts up to

50% off

- Boat accessories
 - Maintenance supplies
 - Clothing/Personal Items
 - Many other products
-



2019 Haul Out and Decommissioning Form

Name(s) _____ Vessel Name _____
 Address _____ Length/Manufacturer _____
 _____ Key/Combo _____
 Email _____ Insurance _____
 Phone Number(s) _____ Slip/Marina _____

YOUR ACCOUNT MUST BE PAID IN FULL AND THE PROPER INSURANCE PAPERS ON FILE PRIOR TO YOUR BOAT'S HAUL OUT

STORAGE LOCATION		STORAGE EQUIPMENT: Owner Supplied Rental	
Outside	Inside Storage- WWS	Cradle	
Off-site	Inside Storage- Dalquist Building	Jack Stands	(\$50each)
Other: _____		Trailer	N/A

HAUL OUT REQUEST

Haul outs are grouped together Monday through Friday and only these select 2019 Saturdays: 10/12 & 10/19. No Sat H/O for boats stored inside.

Preferred Date: _____ Owner Present YES NO (some services may be mandatory)
 Anticipated Launch: _____ Please note that this is for land storage placement, 2019 Launch Form is still required in the Spring.

DECOMMISSIONING SERVICES

Services listed below are OPTIONAL and charged at Time (\$102/hr) & Materials. Pressure washing below water line is complimentary.

PRE HAUL OUT MAINTENANCE & WINTERIZING

Services requested will be performed prior to haul out

ENGINES: Inboard I/O Mfr & Type: _____

- Oil and filter change
- Fuel filter change
- Transmission(s) fluid change
- Check closed system engine antifreeze

GEN SET: Mfr & Type: _____

- Oil and filter change
- Fuel filter change
- Check closed system gen set antifreeze
- Winterize AC/reverse cycle heat - # of units: _____

HAUL OUT AND FUEL DOCK

- Move boat to Travelift well
- Top off fuel: gas diesel # of tanks _____
- Stabilize fuel tanks with additive: tank(s) capacity _____
- Pump out head(s): # of tanks _____
- Unstep mast & Store (\$100 storage fee)
- Remove and store sails
- Open seacocks/drain plugs: # _____
- Other: _____
- Other: _____

WINTERIZE AND DECOMMISSION MECHANICAL

- Winterize engine(s)
- Winterize gen set
- Fog gas engine(s) Gen set
- Disconnect batteries # _____
- Remove batteries: Owner stored Marina stored \$25each

POST HAUL OUT MAINTENANCE

- Check outdrive fluid
- Remove IO unit, grease splines & U joints, check bellows, align, reinstall with gaskets.

PLUMBING AND OTHER

- Water system: DRAIN -or- DRAIN & WINTERIZE
- | | |
|---------------------|-------------------------|
| _____ # H2O tanks | _____ # of faucets |
| _____ # heads | _____ # holding tank(s) |
| _____ # bilge pumps | _____ # shower sump(s) |
| Bait well pump | Heat pump/AC |
| Ice Maker | Washdown pump |
| Water Heater | Other: _____ |
- Other: _____
- Shrink Wrap boat (use separate request form)
 - Cover with owner supplied canvas cover
 - Stow dinghy and other gear on-board or on cradle

ADDITIONAL SERVICE REQUESTS AND INFORMATION:

PLEASE READ CONTRACT ON REVERSE SIDE AND SIGN BELOW FOR AUTHORIZATION

 Authorized Customer Signature

 Date

 Marina Staff Signature

 Date

Office Use Only:
 SpreadSheet
 Contacted
 Task Card

Washburn Marina

HAUL & LAUNCH ROUND TRIP FEE: Outside storage

35' and less: \$16.00 per foot length over all

36' to 48': \$18.00 per foot length over all

Boats over 48': quoted based on boat weight, equipment req'd to move boat and other services.

ADDITIONAL FEES AND TERMS:

- Addl lift straps over 2 qty: \$100/strap round trip
- Boats on jack stands requiring hydraulic trailer: \$100 one way or \$200 round trip
- Travelift transport to storage area: \$150 one way or \$300 round trip
- Haul and launch subject to Service Department Work Order Terms and Conditions as seen below.
- Pre haul out and decommissioning services will be invoiced separately after the services are performed.
- Certificate of Insurance for with liability of \$500,000, Washburn Marina listed as additional insured must be on file with the marina before any services are performed.

LAND STORAGE

Land storage Agreement is a separate agreement. Payment of land storage fees must be accompanied with signed agreement.

\$16.00 per foot length overall up to 48'

Recreational boats over 48', catamarans, trimarans & commercial vessels additional per foot fee. Call for quote.

INVOICING AND PAYMENT

Upon completion of haul out and servicing, invoices will be issued when service is provided and payment in full due upon receipt.

Service Department Work Order Terms and Conditions

Any and all work orders, formal or informal, requested of and provided by the Washburn Marina Service Department (WASHBURN MARINA) are subject to the following terms and conditions which, together with the text and numbers on such work orders, constitute the entire agreement between Washburn Marina and the vessel described and its Owner/Owners.

1. WASHBURN MARINA agrees to service vessel in a good and workmanlike manner, and the Owner agrees to pay WASHBURN MARINA for said work, labor service and materials, at WASHBURN MARINA's quoted price or Time and Materials including change orders and/or additions which have been made to described work order with Owner's consent. Change orders and/or additional work orders shall be handled separately from the original work order in work performed and payment. These terms and conditions are incorporated in all change orders and additional work orders.
2. WASHBURN MARINA warrants the workmanship (with the exception of equipment manufactured by others, with respect to which items, the warranties against defects in material and workmanship by the builder/manufacture are the sole warranties, expressed and/or implied, pertaining to the sale of such equipment, and with respect to which, the responsibility of these warranties is accepted by Owner) to be free of defect for a period of ninety days after completion. Any consequential damages are hereby expressly excluded, unless such exclusion is prohibited by Wisconsin law. Liability in cases of defective workmanship is limited to the proper repair and/or replacement of said items. WASHBURN MARINA reserves the right to correct and repair any claimed damages or defects. In the event another party corrects these items, all warranties and claims are void.
3. WASHBURN MARINA shall proceed with reasonable due diligence to perform the work as described but is not liable for any delays.
4. WASHBURN MARINA shall not be responsible for any damage to vessel while work is being performed, as it relates to damage to or loss of any articles of personal property, gear, or other items left aboard the vessel while Owner is not aboard. Washburn Marina does not provide insurance for the vessel. At all times, Owner will have the vessel insured by complete marine coverage at a minimum of \$500,000 and shall furnish WASHBURN MARINA with a current certificate of insurance. The Owner represents that his/her vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this work order and any extension thereof.
5. As required by this work order to facilitate repairs or confirm repair status, Owner authorizes WASHBURN MARINA full access to vessel and authorizes the mobilizing and moving vessel on the water or the land.
6. Payment for invoices is due upon receipt. In the event payment in full is not made within 10 days of the monthly billing date, pursuant to the provisions of the Wisconsin Consumer Credit Act, WASHBURN MARINA shall treat this transaction as an open-end consumer credit transaction. In the event the entire unpaid balance is not paid within 30 days of the following monthly billing date, the Owner is informed as follows:
 - a. ANNUAL PERCENTAGE RATE: A finance charge of 1.5% on the unpaid balance due not paid within 10 days of the monthly billing date will be assessed.
 - b. No annual fee will be imposed by WASHBURN MARINA
 - c. No other charges or fees will be imposed by WASHBURN MARINA for offering this open-ended credit plan.
7. WASHBURN MARINA reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items related to the work order and/or vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43, liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels.
8. The Owner agrees that differences of opinion about whether particular charges are justifiable or fair, or about whether any particular work was properly done, do not and shall not entitle the Owner to such claimed difference of opinion as a basis for the refusal to pay any amounts charged by the Marina under this work order. All claims and complaints of every kind which the Owner and vessel shall be entitled to make against WASHBURN MARINA NOT in connection with this work order shall be handled separately and independently from this work order.

All Washburn Marina Service Department work requests and work orders are subject to all the above terms and conditions. In requesting and/or signing and/or executing a work request and/or work order, the Owner acknowledges that he/she has read and understands and agrees to these terms and conditions.

08/16/19



1 Marina Drive, Washburn, WI
715-373-5050, fax 715-373-5117
boat@washburnmarina.com

Outdoor Land Storage Rental License

LAND STORAGE IS OUTSIDE STORAGE ONLY.
MARINA MANAGEMENT, INC. DBA WASHBURN MARINA AND THE CITY OF WASHBURN DO NOT ASSUME
LIABILITY FOR THE SECURITY OF ANY VESSEL AND/OR EQUIPMENT

Name(s) Vessel Name
Street Address Vessel Length & Manufacturer
City State Zip Key/Combo
Email Vessel Insurance Company Expiration Date
Phone Number(s)
Washburn Marina listed as "additionally insured"
\$500,000 liability

YOUR VESSEL MUST BE PROPERLY INSURED AT ALL TIMES

The above described (Licensee) hereby agrees to this license for land storage from Marina Management, Inc. dba Washburn Marina (hereinafter "the Marina") at the current rates of \$16.00 per vessel foot for vessels up to 48' LOA, \$18.00 vessels exceeding 48', \$20.00 per foot for commercial/oversized vessels, and multihulls additional per foot fee as noted per six month license term, based on length overall (as defined below), plus tax, pro-rated by month for any period less than the full six (6) month license term. On this two-page document, the undersigned hereby agree to the following terms and conditions:

SUMMARY OF LISENCE PROVISIONS:

Length overall of vessel: Current Per Foot Fee:
Initial License Term: May 1st - October 31st Nov 1st - April 31st Year:
Automatic renewal at updated rates in the event the vessel is not removed from storage at term end.

Section 1. TERM.

License terms are six months - from May 1 to the next October 31 (In Season Land Storage) and from November 1 to the next to April 30 (Off Season Land Storage) or as determined based on haul out date and launch date provided those dates fall within the months of May and October respectfully or as specifically agreed upon in advance and stated above. For any initial license entered into after a license term begins, the license rate for the portion of the term is prorated from the 1st day of the month in which the License is signed to the end of the term. In the event the vessel remains in storage at term end, this license automatically renews for each subsequent six-month term at the current Marina rates in effect on the date of renewal. Washburn Marina will notify you of the exact amount of the charge via the address we have on file for licensee. No license is valid or binding with the Marina until payment in advance is received.

Section 2. FEES

Payment is due for each six-month or agreed upon term in advance with the signed License. The fee for the initial term is set forth above in the Summary of License Provisions. The Marina may change the fee for a subsequent term by providing written notice of such change to the Licensee no less than thirty (30) days prior to the implementation of rate change. Licensee is entitled to a refund of any unused portion of term, prorated on a monthly basis. The fee rate is applied to the Length Overall (LOA) of the vessel. LOA is defined as the maximum overall vessel length and includes bow or stern pulpits and swim platforms. The Marina reserves the right to measure LOA at any time and to adjust storage charges accordingly.

The Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items the stored vessel until all storage fees have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43, liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels.

If the Marina provides other goods or services to Licensee, and if Licensee disputes the validity of the charges for such goods or services, Licensee agrees that any such dispute shall be settled separately and independently from this License and the rental payments due under it, and shall not entitle the Licensee to offset any such disputed amount from any amounts charged by the Marina under this License. All claims and complaints of every kind which the Licensee and vessel shall be entitled to make against the Marina not in connection with this License shall be handled separately and independently from this License.

Section 3. RENEWAL.

In the event the vessel remains in storage at term end, this license automatically renews for each subsequent six-month term at the current Marina rates in effect on the date of renewal. Washburn Marina will notify you of the exact amount of the charge via the address we have on file for licensee. The Marina may change the fee for a subsequent term by providing written notice of such change to the Licensee no less than thirty (30) days prior to the implementation of rate change. Fees due for the subsequent term will be billed to customer and due within 30 days. Any changes must be requested in writing to Washburn Marina.

Section 4. USE & VESSEL STORAGE.

Land Storage is for vessel storage only. During the term of this License, the vessel shall not have a cover or any other equipment affixed to the vessel tied or secured to jack stands if used. Vessel shall not be plugged into electrical service overnight unless using a proper 30 amp or 50 amp shore power cord or while unattended overnight.

Section 5. MARINA ACCESS.

The Marina shall have the right to access the vessel in case of emergency or for requested service work. In the event the Marina must remove Licensee's lock for access, the Marina will replace said lock with another lock at Licensee's cost.

Section 6. ASSIGNMENT & SUBLEASE.

The land storage space may be neither assigned nor sublet.

Section 7. TERMINATION.

Either party may terminate this License on not less than 60 days written notice to the other party. This License will automatically terminate if:

- a. The fee remains unpaid for 30 days after the start of the term, or
- b. Licensee fails to comply with any of the provisions of this License within 15 days after the Marina has given Licensee written notice to comply. The Marina shall give Licensee notice of its intention to terminate this License for non-compliance of any of the provisions of this License by sending a certified letter to Licensee's last known address. The 15 days will commence upon the date of the mailing of the letter.

Licensee will be responsible for any legal fees and other expenses incurred by the Marina in enforcing this License.

Section 8. HOLD HARMLESS.

The storage of Licensee's vessel on land of the Marina is solely at Licensee's own risk. Licensee hereby expressly assumes full responsibility for any and all damage to the vessel, any fixture of the vessel or any other part thereof, any item left or stored in the vessel, and the cradle, jack stands, or other devices used to store the vessel, and agrees and covenants to hold the Marina, its employees, and the City of Washburn harmless from any claim arising from any such damage or loss. Licensee also agrees to reimburse the Marina, its employees, and the City of Washburn for any and all legal fees and costs incurred by the Marina, its employees and the City of Washburn in defending any action arising from any loss or damage as set forth in this section.

The Licensee agrees to use the Marina and associated facilities at his/her sole risk and hereby assumes such risk. The Marina does not assume liability for the care, protection and security of any vessel and/or equipment. User agrees to make no claim against the Marina or the City of Washburn for any loss of property by theft or burglary or any accidental damage or injury to any person or property at the Marina caused by the elements or caused by the Marina or its employees, excepting gross negligence or willful misconduct. User shall indemnify and hold harmless the Marina and the City of Washburn from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury or damage (unless due to the willful misconduct or gross negligence of the Marina.) suffered by the Licensee, or the Licensee's family members, agents, employees, guests, licensees, or invitees. **The Licensee agrees to maintain a minimum of \$500,000 liability insurance and adequate hull insurance on vessel and/or equipment stored and or moored at the Marina. In addition, the Licensee shall list Washburn Marina as additional insured on the vessel liability policy and shall provide to the Marina a current and active Certificate of Insurance showing same.**

Section 9. INSPECTION.

Licensee represents that the vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this License and any renewal of this License. Licensee agrees that the vessel is available to the Marina for inspection upon the request of the Marina. In the event the Licensee fails to make the vessel available for inspection within 5 days of written request being made by the Marina to Licensee's mailing address, email address, or at such other current address as Licensee may from time to time provide to the Marina, the Marina is hereby authorized to enter the vessel from the 6th day following the mailing date of the Marina's written request to enter the vessel.

Section 10. PERMITTED VESSEL MAINTENANCE AND OUTSIDE CONTRACTORS.

Licensee is permitted to perform routine maintenance on the vessel. All work must comply with the Marina's Environmental Best Management Practices, available in writing from the Marina. Any project affecting greater than 25 percent of the vessel's surface, and any project involving sanding/grinding of any of the vessel's surface, requires prior approval from the Marina. Licensee agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor's Policy license. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Marina to protect the Marina and its customers.

By signing below, both parties agree to the terms and conditions of this two-page License.

Licensee Signature

Date

Washburn Marina Staff Signature

Date



2019 SHRINKWRAP REQUEST FORM

YES - I WANT THIS SERVICE - Check this box:

Name(s)

Vessel Name

I am a current customer, my information is the same

Street Address

City

State

Zip

Vessel Insurance Company

Expiration Date

Email

Key/Combo

Summer Mooring Location

Phone Number(s)

Vessel Length Overall & Manufacturer

RATES:

Up to 30': \$19.75/foot LOA

31' to 35': \$22.05/foot LOA

36' to 40': \$23.05/foot LOA

41' to 44': \$24.10/foot LOA

45' to 50': \$26.10/foot LOA

50'+, cats & tris, commercial vessels quoted

RATES include web support, wrap material and installation. Spring recycling fees may apply.

Additional Fees: Please check the items that apply.

New framing and/or installation of framing charged at time and materials - \$99/hour plus materials.

Reusable Zippered Door: \$75.00 for door and installation; installation only \$25.00

Powerboats over 35' with flybridge add 10%

Necessary adjustments to equipment and rigging to provide service charged at time and materials - \$99/hour.

Spring removal - \$100.00.

Padding for painted hull protection charged at time and materials - \$80/hour plus materials.

ALL SHRINKWRAP MATERIAL WILL BE RECYCLED AFTER REMOVAL. DETAILS ON HOW IT MUST BE HANDLED WILL BE PROVIDED WITH LAUNCH INFORMATION.

FAILURE TO COMPLY WILL RESULT IN ADDITIONAL FEES.

OWNER'S ADDITIONAL NOTES AND SPECIAL INSTRUCTIONS.

Washburn Marina guarantees workmanship, but is not responsible for vinyl enclosures, equipment mounted on radar arches, hard tops or pulpits (spotlights, radars, antennas, etc.), acts of nature (i.e. heavy snowfalls, high winds), shrink wrap that has been cut into, and/or poorly maintained boats or boat parts. Snow removal may be necessary on shrink wrapped boats under certain snow conditions. Washburn Marina cannot accept responsibility for issues arising on painted vessels due to shrink wrapping, or how materials on your vessel will react to being in contact with shrink wrap or the shrink wrapping process. Washburn Marina reserves the right to procure a subcontractor to provide this service without notice. All Washburn Marina Service Terms and Conditions as detailed on back side apply.

PLEASE SUBMIT COMPLETED & SIGNED FORM PRIOR TO SEPT. 15, 2019

OWNER SIGNATURE: _____ DATE: _____

MARINA ACCEPTANCE: _____ DATE: _____

1 Marina Drive, Washburn, WI 54891 715-373-5050 boat@washburnmarina.com fax 715-373-5117

Washburn Marina

Service Department Work Order Terms and Conditions

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1. WASHBURN MARINA agrees to service vessel in a good and workmanlike manner, and the Owner agrees to pay WASHBURN MARINA for said work, labor service and materials, at WASHBURN MARINA's quoted price or Time and Materials including change orders and/or additions which have been made to described work order with Owner's consent. Change orders and/or additional work orders shall be handled separately from the original work order in work performed and payment. These terms and conditions are incorporated in all change orders and additional work orders.
2. WASHBURN MARINA warrants the workmanship (with the exception of equipment manufactured by others, with respect to which items, the warranties against defects in material and workmanship by the builder/manufacture are the sole warranties, expressed and/or implied, pertaining to the sale of such equipment, and with respect to which, the responsibility of these warranties is accepted by Owner) to be free of defect for a period of ninety days after completion. Any consequential damages are hereby expressly excluded, unless such exclusion is prohibited by Wisconsin law. Liability in cases of defective workmanship is limited to the proper repair and/or replacement of said items. WASHBURN MARINA reserves the right to correct and repair any claimed damages or defects. In the event another party corrects these items, all warranties and claims are void.
3. WASHBURN MARINA staff is authorized by the Owner and covered under the vessel insurance provided by the owner to operate said vessel as necessary to facilitate repairs. WASHBURN MARINA shall proceed with reasonable due diligence to perform the work as described but is not liable for any delays.
4. WASHBURN MARINA shall not be responsible for any damage to vessel while work is being performed, as it relates to damage to or loss of any articles of personal property, gear, or other items left aboard the vessel while Owner is not aboard. Washburn Marina does not provide insurance for the vessel. At all times, Owner will have the vessel insured by complete marine coverage at a minimum of \$500,000 and shall furnish WASHBURN MARINA with a current certificate of insurance. The Owner represents that his/her vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this work order and any extension thereof.
5. Payment for invoices is due upon receipt. In the event payment in full is not made within 30 days of the monthly billing date, pursuant to the provisions of the Wisconsin Consumer Credit Act, WASHBURN MARINA shall treat this transaction as an open-end consumer credit transaction. In the event the entire unpaid balance is not paid within 30 days of the following monthly billing date, the Owner is informed as follows:
 - a. ANNUAL PERCENTAGE RATE: A finance charge of 1.5% on the unpaid balance due, not paid within 30 days of the monthly billing date, will be assessed.
 - b. No annual fee will be imposed by WASHBURN MARINA
 - c. No other charges or fees will be imposed by WASHBURN MARINA for offering this open-ended credit plan.
6. WASHBURN MARINA reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items related to the work order and/or vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43, liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels.
7. The Owner agrees that differences of opinion about whether particular charges are justifiable or fair, or about whether any particular work was properly done, do not and shall not entitle the Owner to such claimed difference of opinion as a basis for the refusal to pay any amounts charged by the Marina under this work order. All claims and complaints of every kind which the Owner and vessel shall be entitled to make against WASHBURN MARINA NOT in connection with this work order shall be handled separately and independently from this work order.

All Washburn Marina Service Department work requests and work orders are subject to all the above terms and conditions. In requesting and/or signing and/or executing a work request and/or work order, the Owner acknowledges that he/she has read and understands and agrees to these terms and conditions.

08/16/19



WINTER WORK REQUEST FORM

No job is too big or too small for the Service Techs at the Washburn Marina. We are pleased to provide a quote – FREE OF CHARGE - to enhance or repair your boat.

Name(s)

Vessel Name

I am a current customer, my information is the same

Street Address

City State Zip

Vessel Insurance Company Expiration Date

Email

Key/Combo Summer Mooring Location

Phone Number(s)

Vessel Length Overall & Manufacturer

DESCRIPTION OF PROJECT REQUEST

*Feel free to contact us at 715 373 5050 to discuss the details or meet with you onboard to receive a full explanation of your work request at **NO CHARGE**.*

OWNER SIGNATURE: _____ DATE: _____

MARINA ACCEPTANCE: _____ DATE: _____

Our Service Department is professionally staffed and ready to serve your boating repair and improvement needs. We have qualified staff to provide these services and more:

- Engine mechanical, inboard, I/O, outboard, gas and diesel.
- Fiberglass, woodwork, painting, and sandblasting.
- Electrical, electronics and boat systems, including plumbing.
- Rigging and accessory installation with 20 ton crane & lift.
- Haul and launch vessels weighing up to 150 tons.
- 8500 square feet of indoor repair space.

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