

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/manufacturer 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. Owner supplied parts/materials will not be warranted with regard to parts or labor. Any issues arising from owner supplied parts requiring additional labor and/or parts will be bill at full rate, time and materials.
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 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 and 779.48 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.