

Noname Boatworks, Inc. Work Order and Agreement

Owner: _____

Address: _____

Telephone: _____

Name of Boat and Official Number or Registration: _____

Requested Work: _____

_____ (check if continued on reverse)

Estimated cost: \$ _____

Deposit amount: \$ _____

Subject to the following terms and conditions, which apply to all work done for Owner whether or not described above unless superseded by another work order, Owner authorizes Noname Boatworks, Inc. to perform the Requested Work, and such other work as may be necessary to accomplish the Requested Work, and to purchase and install such parts and materials as are required to accomplish the Requested Work.

1. Noname Boatworks may operate the boat on waterways and on land for the purpose of inspecting, testing and delivery, all at Owner's risk.
2. Noname Boatworks will invoice Owner at least monthly, providing a detailed statement of labor and materials. Owner must pay invoices in full within 7 days, or work will cease. For all amounts not paid within these terms Owner shall be liable for 18% annual interest.
3. Owner will maintain hull and P and I insurance on the boat, presenting Noname Boatworks with evidence thereof, and waives any right of an insurer to subrogate against Noname Boatworks. Owner releases, indemnifies and holds harmless Noname Boatworks for theft, vandalism, and for any damage, consequential or otherwise, including damage caused by negligence, stemming from the work which Noname Boatworks will perform, and during storage and transport.

4. In case of defective work or materials, Noname Boatworks' liability is limited to correction or replacement, and such defects must be reported to Noname Boatworks in writing within 30 days of delivery. Noname Boatworks disclaims all other warranties, including any warranty of merchantability or fitness for a particular purpose.
5. Owner is liable to Noname Boatworks for all costs of collection including attorney's fees. No case may be brought stemming from this contract or the work except in Maine, with Maine law to apply. Owner acknowledges a maritime lien on the boat for the value of work and materials. Delivery shall not occur prior to payment in full.

Date: _____
Owner