



26986 Fish Trap Road
Elberta, Alabama 36530
251-987-BOAT (2628)
www.barbermarina.com

SERVICE AGREEMENT

Customer's/Owner's Name: _____ Date: _____

Vessel's Name: _____

Length: _____ Beam: _____ Draft: _____ Power Sail

Manufacturer: _____ Model: _____ Year: _____

Captain's Name: _____ Phone: _____

Address: _____ City, State and Zip: _____

Phone Home: _____ Office: _____

Cell: _____

Insurance: _____

Registry: _____

Remarks: _____

CHARGES

Haul, Block & Launch: _____

Lay Days or Dockage: _____

Pressure Wash: _____

Equipment Use: _____

Other: _____

Other: _____

Total: _____

* The vessel owner and/or agent acknowledges that a \$200.00 charge for clean-up will be assessed if the boat stall is not returned in the same condition it was received.

Barber Marina (hereinafter "the Marina"), submits the following Service Agreement to

_____, as the Owner of the above-described Vessel (hereinafter "Owner").

Pricing

Items on the attached "Service Proposal" will be performed on a time and material basis and charged at our published rates (see attached rate sheet). Budgetary estimates may be given, but are not guaranteed prices. The actual price could be more or less and will be charged at the Marina's hourly rate and material used. Price quotes will be submitted on a separate "Proposal/Contract" form and will include a detailed description of work to be performed at a firm fixed price.

6. THE MARINA'S DISCLAIMER OF CONTRACTUAL WARRANTIES. (A) THE MARINA DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE AND ANY IMPLIED WARRANTIES REGARDING THE CONDITION OF ITS DOCKS. (B) THE MARINA DOES NOT PROVIDE ANY EXPRESS WARRANTIES BEYOND THAT DESCRIBED IN PARAGRAPH (7) BELOW.
7. THE MARINA'S LIMITED EXPRESS WARRANTY. THE MARINA WARRANTS ITS WORK AGAINST DEFECTS AND PROBLEMS FOR THE LIMITED PERIOD OF THIRTY (30) DAYS FOLLOWING THE COMPLETION OF ITS WORK. OWNER MUST NOTIFY THE MARINA OF THE ALLEGED DEFECTS OR PROBLEMS WITH THE WORK IN WRITING WITHIN FORTY (40) DAYS OF THE COMPLETION OF THE WORK OR ELSE THE LIMITED EXPRESS WARRANTY IS VOID. IF OWNER ATTEMPTS REPAIRS BEFORE GIVING THE MARINA WRITTEN NOTICE AND AN OPPORTUNITY TO INSPECT AND REPAIR THE ALLEGED DEFECTS OR PROBLEMS, THEN THE LIMITED EXPRESS WARRANTY IS VOID.
8. VESSEL OWNER'S LIMITED REMEDY FOR BREACH OF THE LIMITED EXPRESS WARRANTY. OWNER'S REMEDY FOR BREACH OF THE LIMITED EXPRESS WARRANTY DESCRIBED IN PARAGRAPH (7) ABOVE IS LIMITED TO HAVING THE MARINA REPAIR OR REPLACE THE DEFECT OR PROBLEM WITH THE WORK AT THE MARINA'S FACILITY AND EXPENSE. OWNER, HOWEVER, IS RESPONSIBLE FOR PAYING ALL OF THE COSTS ASSOCIATED WITH DELIVERING THE VESSEL TO THE MARINA'S PREMISES IN BALDWIN COUNTY, ALABAMA TO HAVE THE DEFECTS OR PROBLEMS REPAIRED OR REPLACED.
9. PARAMOUNT EXCLUSION OF NONSEQUENTIAL OR SPECIAL DAMAGES. OWNER AGREES THAT THE MARINA, IT'S DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DELAYS IN COMPLETING THE WORK ON THE VESSEL, LOSS OF USE OF THE VESSEL, LOSS OF CHARTER HIRE, LOSS OF PROFITS, DIMINUTION IN THE VALUE OF THE VESSEL, OR ANY OTHER CONSEQUENTIAL OR SPECIAL DAMAGES.
10. OWNER'S AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE MARINA. OWNER AGREES THAT IT WILL INDEMNIFY AND HOLD HARMLESS THE MARINA, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY DAMAGES, PENALTIES, COSTS AND ATTORNEY'S FEES CAUSED BY, OR ARISING FROM, THE OWNER'S, ITS EMPLOYEES', REPRESENTATIVES' AND AGENTS' NEGLIGENCE, FAULT, STRICT LIABILITY OR INTENTIONAL WRONG DOING.
11. SEVERE WEATHER. OWNER AGREES THAT THE MARINA IS NOT OBLIGATED TO MONITOR THE WEATHER OR TO NOTIFY THE OWNER OF THE APPROACH OF ANY INCLEMENT OR SEVERE WEATHER. OWNER AGREES THE MARINA IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED TO THE VESSEL BY INCLEMENT OR SEVERE WEATHER. OWNER AGREES THE MARINA IS NOT LIABLE FOR DAMAGES ARISING FROM POWER OUTAGES.
12. THEFT AND VANDALISM. OWNER AGREES THE MARINA IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THEFT OR VANDALISM.
13. WAIVER OR SUBROGATION. OWNER AND ITS INSURERS WAIVE ANY AND ALL RIGHTS TO SUBROGATION AGAINST THE MARINA.
14. VESSEL OWNER'S INSURANCE OBLIGATIONS. OWNER WARRANTS AND REPRESENTS THAT THE VESSEL IS AND WILL REMAIN INSURED WITH MARINE HULL INSURANCE, MARINE PROTECTION AND INDEMNITY INSURANCE AND LONGSHOREMAN AND HARBOR WORKER'S COVERAGE DURING THE COURSE OF THE WORK. OWNER SHALL INSTRUCT ITS INSURER TO ADD THE MARINA AS AN ADDITIONAL INSURED ON THE OWNER'S MARINE INSURANCE POLICIES DURING THE TIME THE MARINA WORKS ON THE VESSEL. OWNER SHALL PROVIDE PROOF OF INSURANCE TO THE MARINA PRIOR TO COMMENCEMENT OF THE WORK.
15. THE MARINA IS NOT OBLIGATED TO OBTAIN INSURANCE. OWNER ACKNOWLEDGES THAT THE MARINA AND ITS SUBCONTRACTORS DO NOT PROVIDE OR MAINTAIN ANY TYPE OF INSURANCE COVERAGE FOR THE BENEFIT OF THE OWNER OR ITS VESSEL.
16. THE MARINA'S RIGHT TO RECOVER ATTORNEY'S FEES AND COSTS. THE MARINA IS ENTITLED TO RECOVER FROM OWNER ITS REASONABLE ATTORNEY'S FEES AND COSTS THAT ARE INCURRED DURING THE COURSE OF LITIGATION OR SUITS REGARDING THIS CONTRACT OR PAYMENT FOR THE WORK OR SERVICES PERFORMED.
17. CHOICE OF LAW. IN GENERAL, THE PARTIES AGREE THAT THIS SERVICE AGREEMENT AND ANY WORK ORDERS SHALL BE GOVERNED BY THE GENERAL MARITIME LAW OF THE UNITED STATES AND TITLE 46 U.S.C. 31301CT SEQ. IN ADDITION, THE PARTIES AGREE THAT ALABAMA LAW GOVERNS DISPUTES REGARDING RETURNED OR DISHONORED CHECKS AS SET FORTH IN PARAGRAPH (3) ABOVE. THE PARTIES ALSO AGREE THAT THE MARINA HAS THE SOLE RIGHT TO ELECT TO FORECLOSE ITS MARITIME LIEN AGAINST THE VESSEL BY FILING AN IN REM SUIT IN FEDERAL DISTRICT COURT OR IT CAN CHOOSE TO PURSUE A NON-JUDICIAL SALE OF THE VESSEL PURSUANT TO ALABAMA LAW.
18. EXCLUSIVE JURISDICTION AND VENUE. THE PARTIES AGREE THAT THE FEDERAL DISTRICT COURT FOR ALABAMA OR THE STATE COURT LOCATED IN BALDWIN COUNTY, ALABAMA, SHALL BE THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY ACTIONS OR SUITS RELATING TO THIS SERVICE AGREEMENT OR ANY WORK ORDERS.
19. OWNER WAIVES ITS RIGHT TO A JURY TRIAL. OWNER WAIVES ITS RIGHT TO A JURY TRIAL IN ANY SUITS OR LITIGATION CONCERNING THIS SERVICE AGREEMENT AND ANY WORK ORDERS.
20. NO WAIVER OR ELECTION OF REMEDIES. NO ACTION OR FAILURE TO ACT BY THE MARINA SHALL ENTITLE OWNER TO LEGALLY PRESUME, OR A COURT TO DETERMINE, THAT A WAIVER OR ELECTION OF REMEDIES HAS BEEN MADE SUCH THAT OTHER REMEDIES ARE EXCLUDED OR WAIVED.
21. SEVERABILITY. IN THE EVENT A COURT DETERMINES THAT ONE OR MORE PARAGRAPHS (OR SECTIONS THEREOF) OF THIS SERVICE AGREEMENT OR WORK ORDERS ARE DEEMED TO BE ILLEGAL OR ENFORCEABLE, THEN THE REMAINDER OF THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT OR WORK ORDERS ARE INTENDED TO REMAIN ENFORCEABLE.



a Division of the
Barber Companies
28552 Leiterman Road
Elberta, Alabama 36530
(251) 987-BOAT (2628)
Fax (251) 987-1203

Service Rate Schedule Effective 6/1/2010

Haul-Out, Block & Launch (under 60')	\$ 10.00 per foot
Haul-Out, Block & Launch (60' and over)	\$ 12.00 per foot
After Hours Haul-Out	\$ 15.00 per foot
Hurricane Haul-Out for Non-Plan Member	\$ 20.00 per foot
Survey Haul-Out (1 hour maximum)	\$ 7.00 per foot
Trailer Haul-Out or Launch (1 hour maximum/\$100.00 per hour after)	\$ 8.00 per foot
Reposition Blocks	\$ 5.00 per foot
Pressure Washing and Scraping (extra charge for excess scraping)	\$ 2.00 per foot
Wet Work Slip	\$ 1.00 per foot per day
Daily Boat Yard Fee	\$.75 per foot per day
Long-term Boat Yard Storage Fee (without water & electricity)	\$.35 per foot per day
Long-term Boat Yard Storage Fee (with water & electricity)	\$.50 per foot per day
Boat Yard Labor	\$ 65.00 per hour
Mast Storage	\$ 3.00 per day
Fork Lift Fee	\$100.00 per operation/hour
Waste Oil Disposal Fee	\$.75 per gallon
Forklift Haul-Out, Block & Launch	\$ 5.00 per foot
Forklift Trailer Haul-Out or Launch	\$ 5.00 per foot
Forklift Yard Daily Rate	\$ 1.00 per foot
Hang in the Sling Overnight	\$200.00 per night

A Barber Marina Service Agreement must be signed before a Haul-Out or any work begins. All service agreements and work orders must be settled at the ship store before the vessel will be released. Barber Marina accepts checks, cash and major credit cards. Prices are subject to change without notice.