

Son of a Sailor, LLC. Services Agreement

1. Customer will ensure that Son of a Sailor, LLC ("SOS") has Customer's current contact and alternate contact information on file in office. This includes physical and mailing addresses, day and nighttime phone numbers, email addresses, vessel make, USCG documentation or state registration, boat name etc.
2. Customer **MUST** indicate acceptance and understanding of this agreement by signing and dating this last page of this Agreement **prior** to commissioning of vessel and / or placing vessel at docks, on mooring, in-service shop, and/or in storage facility. Refusal or inability to understand or sign this Agreement will result in loss of storage space.
3. Deposit fees for services or storage are **non-refundable**.
4. Customer shall provide SOS with a full set of keys and any combination lock codes.
5. This agreement is NOT transferable.
6. SOS reserves the right in its sole discretion and for any reason whatsoever, to cancel this agreement upon ten (10) days notice to the Customer. SOS reserves the right to terminate this agreement for accounts past due.
7. Customer is solely responsible for researching, obtaining and continuing appropriate and desired insurance on their vessel. By signing this agreement, Customer acknowledges, certifies and understands that SOS does not carry, provide or imply coverage for customer's vessel, person, engine, equipment or personal belongings. Customer must provide SOS with a certified copy (to be kept on file) of their boat insurance policy (ies) prior to storage of their boat and/or launching and hauling of the vessel.
8. Customer acknowledges and understands that the storage of the Customer's vessel by SOS is at the **sole** risk of the Customer. SOS shall not be liable for the care, protection, gear, equipment, contents, any loss or damage regardless of kind or circumstance, of vessel or person(s) for any reason including, but not limited to, company negligence, operation, fire, collision, acts of nature and vandalism.
9. Flame, heating elements, flammable liquids, explosive gases or other hazardous materials (excepting galley stoves, propane barbecues, lamps, engines and installed heaters) may not be used on vessels stored on SOS property. Heating, air conditioners and water heaters may not be used while the boat is unattended on SOS property.
10. Customer acknowledges and understands that prior approval is required for an outside contractor to perform any service on the customer's vessel while on SOS property. SOS must also have a copy of the approved contractor's commercial liability insurance policy/policies on file prior to commencement of repairs / service.
11. **Customer agrees with the payment terms "Due Upon Receipt" on all servicing and storage invoices; Customer agrees to keep their account current; All accounts past due 30 days, late fees shall be applied; Accounts past due 90 days SOS shall have the right to deem the vessel 'abandoned' and to dispose of it by any customary methods without accounting to Customer (or Owner).**
12. Customer grants SOS a security interest, creating a maritime lien, in the vessel as security for the non-payment of storage fees or other service fees payable by Customer to SOS, or any contractor associated with SOS. Upon request by SOS, Customer shall execute, acknowledge or deliver such financial statements and appropriate documentation to perfect SOS's security interest. If Customer fails to pay any amount owed to SOS when due, SOS shall have all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code including without limitation, the right to take possession of vessel and, after appropriate notice to Customer, the right to dispose of the same at a public sale.
13. If the Customer cancels this agreement, or if SOS terminates this agreement, the entire amount paid shall be retained by SOS as liquidated damages.
14. The Customer shall indemnify and hold harmless SOS and its agents, employees, officers and directors from and against **all** claims damages, losses and expenses, including attorney fees, arising out of use of SOS facilities and/or services, and during marine or land transport regardless of whether it is caused by SOS.
15. The SOS is not responsible to the Customer for any loss caused in whole or in part by storm, erosion, flood, natural aquatic events, ice, fire, wind, vandalism, acts of nature or any other occurrences, to either the vessel or owner's personal property. The Customer is responsible for carrying his/her own insurance to cover such events/causes of loss.
16. This Agreement is a license for storage, not a bailment.

17. If any paragraph or provision of this agreement violates the law, said paragraph or provision shall be considered removed from this agreement but the remainder of this agreement will remain valid and binding.

Initials: _____

Customer Agreement - License Information

Date											
Name											
Local Address											
City/Town						State		Zip			
Mailing Address											
Town						State		Zip			
Phone	Home					Mobile					
Email											
Boat Make				Model					Length		
Boat Name				Beam					Draft		
Boat Type	☐ Power				☐ Sail						
Engine(s) Make				Total HP			Single	☐	Twin	☐	
State Registration Number				OR	USCG Documentation:						
Insurance Company					Policy Number						
Effective Dates:	Start		End		Agent/Broker						

Incomplete or unsigned Customer Agreements will not be accepted by Son of a Sailor LLC ("SOS").

Requests for service and/ or storage will not be honored if this Agreement is incomplete or unsigned.

By signing below, you acknowledge, agree, and understand the above terms of the Licensing Agreement. Agreement is valid until superseded by an updated Agreement or Owner is no longer a Customer of SOS.

Customer Signature				Son of a Sailor LLC Authorized Representative			
Date				Date			