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Palm Beach Gardens, Florida 33418
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WORK AGREEMENT / SERVICE / REPAIR ORDER

CLIENT INFORMATION

Client's Name: _____
(First) (Middle) (Last)

Mailing Address: _____

(City)

(State or Province)

(Zip Code)

Telephone Number: _____
(County Code and/or Area Code)

Mobile Number: _____
(County Code and/or Area Code)

Fax Number: _____
(County Code and/or Area Code)

Email Address: _____

Client/Client's Agent Initials: _____

Suenos Azules LLC is hereby authorized to complete marine service work and / or repair work on:

Vessel Name: _____

Vessel Length: _____ Feet Meters (Circle one)

Vessel Model: _____

Builder: _____

Type: _____

Hull Identification Number (if known): _____

Vessel Registration Number or Documentation Number (if known): _____

Type of Service: _____

Customer complaint(s) / problem(s) with engine(s) / vessel: _____

Vessel's Current Location: _____
(Marina or Address)

(City)

(State or Province)

(Zip Code)

Client/Client's Agent Initials: _____

MARINE SERVICE WORK / REPAIR TERMS AND CONDITIONS

This marine service work and / or repair work will be conducted beginning on _____ (Date or Dates) and will include work authorized by the Client based on the customer's complaint or request for service and / or repair which may include the vessel, engine(s), machinery, vessel's structure, vessel's trailer, systems and equipment, with analysis and diagnosis based on the experience and training of the Technician.

The total charge for the Technician's service will be \$ _____ which includes a deposit of \$ _____. Charges may include travel and other technician expenses, but does not include the costs of docking and /or undocking of the vessel. Suenos Azules LLC (also known as "Suenos Azules Marine Surveying and Consulting") reserves the right to assess additional hourly rate surcharges if the service or repair process is slowed by circumstances beyond the control of the technician (such as a vessel not properly prepared for service or repair as per instructions, third party contractors not hired by Suenos Azules LLC, vessel equipment located elsewhere, a vessel or engine(s) in poor or unsafe condition, etc). **Customers have the option to pay** by cash, check, money order or make payments on our website at: www.SuenosAzules.com through Paypal or other alternate online payment methods that Suenos Azules LLC may provide. All online payments must be verified by Suenos Azules LLC before rendering services. All check and money orders must be made out to "**Suenos Azules LLC.**" Personal and commercial checks must clear the bank and funds deposited into the account of Suenos Azules LLC before the vessel and / or engines(s) will be released to the Client if the vessel is in the possession of Suenos Azules LLC.

The Client agrees to pay Suenos Azules LLC (without deduction or offset) for all labor and materials provided in connection with the ordered work as follows: Payment for 100% of parts and materials and 50% of labor to start said repairs and payment of all labor shall be due upon receipt of invoice and shall be considered to be delinquent after 30 days. Should the Client fail to make the appropriate payments when due, Suenos Azules LLC may immediately in its sole discretion, make adequate assurances that payment will be made pursuant to these terms and conditions. Any amount more than 30 days past due shall be subject to default interest at the lesser of (1) ten percent or (2) the maximum legal rate. Any grant(s) of extensions of time for payment will not diminish, waive, release or discharge the Client's obligations under this work agreement. The Client acknowledges and agrees the services provided by Suenos Azules LLC entitle it to a maritime lien against the vessel under the Federal Maritime Lien Act and other maritime laws, as well as state liens under Florida law. The Client agrees that the liens shall extend to and secure all amounts due Suenos Azules LLC under this agreement or at law and that no release of possession shall waive or prejudice such liens. In the event of a dispute or claim with respect to any item(s) of the agreed work, Owner shall pay promptly charges for all other items of the work not in dispute.

When requested by the Client, Suenos Azules LLC will provide cost and completion date estimates to the Client. Any such estimates will be made honestly and in good faith based on Suenos Azules LLC knowledge and experience, however Suenos Azules LLC nor its authorized agents cannot guarantee their accuracy. The Client acknowledges that boat or yacht service and / or repair work cannot always be accurately estimated in advance; that once work begins, unforeseen conditions or problems frequently arise; and other factors can affect estimated costs and completion dates. The Client understands and accepts these realities and agrees any estimates furnished are to be used as guidelines only and are not binding on Suenos Azules LLC.

For service, repair or marine mechanical services type work requested by the Client and provided by

Client/Client's Agent Initials: _____

Suenos Azules LLC, unless otherwise agreed, Suenos Azules LLC agrees to perform on a time and material basis the service or repair work described on page two of this work agreement and any additional work ordered by the Client in accordance with the Client's instructions (whether oral or in writing) and in accordance with good marine practice. Labor will be charged at the hourly rate set above in this work agreement. If the labor rate is not filled in above, labor will be charged at Suenos Azules LLC rates currently in effect. Suenos Azules LLC reserves the right to increase rates periodically. In the event Suenos Azules LLC raises its rates during the term of this work agreement, The Client agrees to pay the increased rates for all work performed thereafter.

The Client represents he or she is the owner of the vessel or has been authorized by the owner of the vessel to enter into this work agreement and will maintain marine liability insurance on the vessel. The Client will inspect and supervise the progress of the ordered work from time to time and will be solely responsible for ascertaining the suitability of the work performed and materials installed for the owner's intended purposes.

In the event the Client elects to cancel, reduce or modify the ordered work, the Client agrees to pay Suenos Azules LLC in full for (1) all work performed by Suenos Azules LLC its agents or its subcontractors, and (2) all materials including any shipping or other related costs ordered by Suenos Azules LLC (net of any available return credit) prior to the time Suenos Azules LLC receives actual notice from the Client of the requested change.

All repairs shall be free of defects in workmanship under normal service conditions for one month from the earlier of (1) the date the work was completed; or (2) the date the vessel was redelivered to Client, owner or owner's agent. Suenos Azules LLC makes no other warranty, express or implied, and specifically disclaims all other warranties of whatsoever nature including without limitation, any warranty of seaworthiness, work like performance, and merchantability or fitness for a particular purpose. The Client agrees the sole and exclusive remedy for any faulty or defective repairs, installation of defective materials, or any other breach shall be strictly limited to, at Suenos Azules LLC sole election, to the repair, replacement or adjustment of the faulty or defective work or materials. Any such repair, replacement or adjustment shall be performed by Suenos Azules LLC at a location mutually agreed upon by both parties, with the Client responsible for any costs associated with transportation or haul out of the said vessel.

Suenos Azules LLC shall not be liable in contract or at law for any personal injury, death or loss or damage to the vessel and / or engines(s) or to any other real or personal property.

In no event shall Suenos Azules LLC be liable for any economic loss, consequential or incidental damages whatsoever, including without limitation, any lost profits, crew wages, salvage or towing expenses, delay, demurrage or loss of use of the vessel.

No claim arising out of this transaction, including, but not limited to contractual claims for breach of contract and tort claims based upon alleged negligent repair or on the theories of strict liability or otherwise, shall be valid as against Suenos Azules LLC, unless said claim is presented in writing to Suenos Azules LLC within one month of the earlier of the date work was completed or the date the vessel was delivered to the Client or Client's agent

Suenos Azules LLC shall not be responsible for any loss, damage or delay in effecting repairs resulting from any cause or causes beyond the control of Suenos Azules LLC including, but not limited to, acts of god, war, riots, civil disturbances, weather, flood, fire, explosion, failure of

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suppliers to deliver supplies or materials, failure of subcontractors to complete work, strikes, labor disturbances or demands, and priorities or allocations of the United States Government.

The occurrence of any of the following events shall constitute a default under this work agreement: (1) breach by either party of this agreement, including the boat yard or boat facility policies and agreements; (2) failure of Client to pay when due any amounts owed under this agreement; (3) failure of Client or Client's agent to provide access to the vessel; (4) any act or omission by Client or owner, which causes any of the representations made in this agreement to be false; and (5) any act or omission by Client or owner or the vessel, which constitutes a tort against Suenos Azules LLC or third parties. Upon any default by the Client or the vessel; Suenos Azules LLC, in addition to all other remedies under maritime or state law, in its sole discretion, may (1) suspend its performance or terminate this agreement, (2) impose storage charges on the vessel (3) retain possession of the vessel until fully paid; and/or (4) pursue all remedies, including non-judicial sale of the vessel, under state and/or maritime lien laws.

If the Client makes an oral or written request to Suenos Azules LLC to modify or add to the work requested above, any modified or additional work shall be on a time and materials basis at rates then currently in effect and shall be subject to all of the terms and conditions of this work agreement.

The vessel and Client shall defend, indemnify and hold harmless Suenos Azules LLC from all liability and expense, including without limitation cleanup costs, fines, penalties, civil damages, national resource damage assessments, costs, and reasonable attorney's fees, arising out of any environmental pollution attributable to vessel and / or engine(s).

Full payment is due before or on the day the vessel is to be released to the Client, Client's agent, owner or owner's agent. Other payments for services or repair work may require a fee deposit. Any outstanding amounts of agreed services (between the Client and Technician) that are owed from the Client are payable within 30 days of the receipt of invoice. Any overpayment will be refunded to the Client either on the day the vessel is released to the Client, Client's agent, owner or owner's agent or within two weeks if by mail. With the signing of this work agreement / service / repair work order, the Client, Client's agent or person requesting the service and / or repair agrees to the charges as set forth above and to the provisions as set forth in written estimate (if the written estimate is issued to the Client for the service and / or repair).

In the event that it becomes necessary to bring legal action to enforce the payment provisions of this agreement, the Client shall be responsible for paying the reasonable collection costs of such action including attorney fees and other related costs. Should the Client, for any reason, seek to bring legal action against the Technician or his/her company, the total of any damages that may be awarded will be limited to the charge for the service and / or repair invoice. The Client shall have the right to cancel this agreement up to two calendar days prior to the date of the scheduled service and / or repair. Cancellation after this date will require the Client to pay Suenos Azules LLC the minimum daily fee of \$300.00 USD.

The Technician is contracted by and works exclusively for the Client. This work agreement is not transferable to any other persons or entities. This agreement specifically excludes any liability of Suenos Azules LLC or the attending Technician to any third party. The Technician represents and warrants that he / she has the experience and prerequisites to accept the contract and that he / she is free of prejudice.

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The Technician does not opine on the suitability of the vessel and / or engine(s) for the Client's needs or other factors that may be important to the Client's decision making.

No warrantee is implied in discussions, written or oral, about the lifespan or length of service remaining of any parts, gear, machinery or equipment, including hulls and decks. The Client must sign a contract or agreement with the Technician delimiting the services to be provided. Signing this work agreement / service / repair work order will constitute acceptance of the contract set forth here in lieu of a previously signed written agreement. Disputes arising from this contract must be adjudicated in West Palm Beach, Florida, USA. Any damages arising out of this contract in connection with the service and / or repair work that is the subject of this contract, and the liability of the Technician are limited to the fees paid by the Client to the Technician in connection with this contract, less any expenditures by the Technician for oil samples, parts, travel costs, consultant fees, and other out-of-pocket expenses. In the event of litigation, the prevailing party shall be entitled to attorney's fees and costs. This contract constitutes the agreement of the parties regarding the vessel and / or engine(s) mentioned above.

I have read all six pages in this agreement. I understand and agree to the above conditions and stipulations.

Client/Client's Agent: _____ Date: _____

Technician: _____ Date: _____