

Daytona's Largest  
*Do It Yourself*  
Boatyard  
info@lighthouseboatyard.com



4958 S PENINSULA DRIVE  
PONCE INLET, FL 32128  
PH (386) 767-0683  
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### LIGHTHOUSE BOATYARD & MARINA WORK ORDER

#### 1. INSTRUCTIONS

- a. Read the Terms and Condition on the back.
- b. All work orders must be up to date and paid bi-weekly.
- c. Leave keys.
- d. Remove all items from refrigerators, freezers and bait lockers. Shut off 12Volt System. Vessel will be plugged in one day before it is launched unless boatyard/marina is instructed otherwise.

#### 2. VESSEL INFORMATION

VESSEL NAME: \_\_\_\_\_ HAILING PORT: \_\_\_\_\_  
YEAR BUILT: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_  
LENGTH LOA: \_\_\_\_\_ BEAM: \_\_\_\_\_ DRAFT: \_\_\_\_\_ BOAT TYPE: Sail or Power POWER: Gas or Diesel  
HULL ID: \_\_\_\_\_ DOC#/REGISTRATION#: \_\_\_\_\_  
INSURANCE POLICY CARRIER: \_\_\_\_\_ POLICY NUMBER: \_\_\_\_\_

#### 3. VESSEL OWNER INFORMATION

OWNERS NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE YOU CAN BE REACHED WHILE YOUR VESSELL IS WITH LHBY: \_\_\_\_\_  
ALTERNATE CONTACT / PHONE: \_\_\_\_\_  
BUSINESS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_  
VESSEL NAME: \_\_\_\_\_ HAILING PORT: \_\_\_\_\_  
CREDIT CARD #: \_\_\_\_\_ EXP DATE: \_\_\_\_\_ VERIFY CODE: \_\_\_\_\_  
BILLING ADDRESS (if different from *above*): \_\_\_\_\_

#### 4. REQUESTED WORK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special Instructions: \_\_\_\_\_

This work order is subject to the terms and conditions on the reverse side. In executing this work order, the undersigned acknowledges that he or she has read, understands, and agrees to the terms and conditions. The undersigned authorizes Lighthouse Boatyard to charge the above credit card for the goods and services agreed to by the undersigned and or the undersigned's agent and for any extra work that the undersigned or the undersigned's agent may authorize. The undersigned authorizes the Lighthouse Boatyard to proceed with the work set forth above subject to the terms and conditions on the reverse side.

Agreed: \_\_\_\_\_ Date \_\_\_\_\_  
Owner/Authorized Agent of Owner

## TERMS AND CONDITIONS

**1. Definitions.** "Owner" means the vessel owner set forth in the work order. When the work order is executed by an authorized agent of the owner, "Owner" means both the vessel owner and the authorized agent. "Boatyard" means Daytona Beach Aqua Safari, Inc. d/b/a Lighthouse Boatyard & Marina, Ponce Inlet, Florida.

**2. Payment.** Payment must be paid in full by; cash, check, credit card, or electronic payment payable to Lighthouse Boat Yard. Payment shall be due prior to launching or release of vessel to Owner. When vessel is deemed "ready to go" by Boatyard, Owner has five business days to remove the vessel. If vessel is not removed within five business days and no extension is granted by Boatyard, the published daily transient slip rental charges will be added to the vessel for each day the vessel remains at Boatyard. LHBV will impose a \$50.00 fee for returned checks and/or a \$25.00 fee for declines credit cards. All overdue invoices will have a \$25.00 late fee added as well as accrue interest at a rate of 18% annum.

**3. Maritime Lien.** This Agreement is an admiralty and maritime agreement under the general maritime laws, statutes, and codes of the United States of America. Boatyard provides repair services to the Owner on the basis that the Boatyard relies on the financial credit of the vessel. Boatyard shall have a maritime lien against the described vessel, her appurtenances and contents for sums due for work performed, slip/mooring/space rental, and for injury or damage caused or contributed to by the Owner or Owner's agents or employees, including but not limited to damage to or for piers, docks, wharfs, personal injury or death, other vessels, pollution by oil or its derivatives, sewage or other hazardous material, loss by sinking, fire or other losses.

**4. Limitation on Liability; No Bailment.** Owner agrees and understands that this agreement does not create a bailment, nor do the parties intend to create a bailment of the vessel. Owner acknowledges that neither the work order nor the presence of the vessel on the premises or the docks of the Boatyard constitute a bailment. This agreement merely authorizes Boatyard to store or work on the vessel. At all times, dominion and control over the vessel shall remain with Owner. Owner releases and discharges Boatyard and Boatyard's owners, shareholders, agents, and employees from all claims, causes of action, and liability for damages, injuries and losses of any kind arising out of this agreement, the work on the vessel, or the presence of the vessel at Boatyard. Owner further agrees that Boatyard shall not be liable (1) for damage to the vessel; (2) for the care or protection of the vessel, including her gear, equipment and appurtenances; (3) to Owner or Owner's employees, agents, or invitees for any injury or damage to person or property caused by any act or omission of Boatyard or Boatyard's employees or agents; (4) for the acts or omissions of any other vessel owner or party; (5) for the condition of the piers or vessel stalls or other Boatyard's property; (6) for fire, theft, rain storm, wave or wave action electrical surge or malfunction, or Acts of God; and (7) for damage or injury resulting from any act, omission, carelessness, or negligence of Boatyard or Boatyard's employees or agents.

**5. Use of Boatyard.** Owner understands that no professional labor services, (for example mechanical, fiberglass, or electronic repair work) will be allowed onto Boatyard's property unless approved by the Boatyard in advance, a certificate of insurance is filed in the Boatyard's office prior to starting work and a commission in an amount equal to 10% of the amount billed to Owner is paid to Boatyard by such service or contractor. Owner will present to Boatyard a copy of an insurance certificate or insurance policy demonstrating that the vessel is insured, with

full marine and liability coverage, with limits no less than \$300,000. Owner and Owner's contractors must supply proof of workers' compensation insurance covering their employees or State of Florida Exemptions for officers. All contractors must sign in and out at Boatyard's front office. Further, Owner shall be liable to Boatyard for any damage to Boatyard property and equipment caused by Owner, or Owner's agents, employees, contractors, or invitees. Owner authorizes Boatyard to charge Owner's credit card for any such damage to Boatyard's property and equipment.

**6. Indemnification.** Owner agrees to protect, indemnify, and hold harmless Boatyard and Boatyard's agents, employees, owners, and shareholders from and against any and all claims, demands, damages, suits, losses, attorneys fees, liability awards, judgments, and expenses of any nature for damage to property or for damage to any person or persons resulting from or in any way arising out of the acts, omissions, carelessness, or negligence of Owner or Owner's employees, agents, contractors, or invitees while on the premises of Boatyard.

**7. Waiver of Subrogation.** Owner's insurer shall have no subrogation rights against Boatyard for any damage, injury, or loss sustained by Owner or Owner's vessel, agents, or employees arising out of this agreement.

**8. Sinking Boats.** Boat Owner shall ensure that the vessel is pumped free of water and is not in danger of sinking. Although Boatyard has no responsibility to do so, Boatyard may, at its discretion, pump water from the vessel if it is sinking. Owner agrees to reimburse Boatyard for any expenses associated with said pumping. Further, although Boatyard has no responsibility to do so, Boatyard may, at its discretion recover a sunken vessel. Owner agrees to reimburse Boatyard for any expenses associated with said recovery.

**9. Sewerage Pump Out; Discharge.** Owner shall ensure that all sewerage, oil, gas, refuse or other debris is disposed of properly. In the event Owner or the Owner's employees, agents, contractors or invitees causes or allows discharge of any sewerage, oil, gas, refuse or other debris, the Owner shall be responsible for notifying all appropriate government agencies and any expenses associated with cleaning or restoration.

**10. Operation, Removal, Storage.** Owner grants Boatyard permission to operate vessel. Under reasonable circumstances, Boatyard may remove vessel from its slip or move the vessel within Boatyard as the Boatyard deems necessary. Owner agrees that Boatyard is not liable for loss, damage, or deterioration of or to vessel or any of the Owner's property due to said operation, removal, storage. Owner will reimburse Boatyard for any expenses associated with said removal and storage.

**11. Entire Agreement.** This agreement shall constitute the entire contract between Owner and Boatyard. No alterations, modifications, and/or amendments of this agreement shall be binding against Boatyard unless in writing and duly signed by Owner and Boatyard.

**12. Non Waiver.** Failure of Boatyard to enforce any provision in this agreement or in the rules shall not be a waiver of Boatyard's right to enforce the same provisions or any other provisions of this Agreement or rules.

**13. Venue.** This agreement shall be construed under and in accordance with the laws of the State of Florida. The venue for any dispute arising hereunder shall be resolved in Volusia County, Florida.

**The undersigned acknowledges that he or she has read, understands, and agrees to the above terms and conditions.**

**OWNER/AGENT:** \_\_\_\_\_