

Marine Evolutions, Inc. – Standard Terms and Conditions

MISSION: It is our intention to get your work done, in the easiest, safest and most educated way, sharing our love of the water and boating. At all stages of work, we actively seek your input. It is your money and your boat. We want to get it right. If we don't, please tell us so we can fix it.

AGREEMENT: This agreement is entered into between Marine Evolutions, Inc. (MEI) the Vessel, and the Vessel's Owner(s), master, or other authorized person (together Owner(s)) of the Vessel named _____, USCG Official Number, Hull Number, or State Registration No. _____, and all of her contents, equipment, and appurtenances (including any trailer) (together the Vessel). Owner(s) agrees that they are bound by this MEI's Standard Terms and Conditions and any related Storage Agreement (together the T&Cs) if they take one or more of the following actions after a copy of the T&Cs are provided or made available to Owner(s): (1) permit MEI personnel to board their Vessel; (2) deliver the Vessel to MEI; (3) deliver the Vessel's keys to MEI or share the hiding place of the keys on the boat or whom to contact at a marina office to get them; (4) provide MEI written, oral, or other authorization to start work; (5) fail to direct MEI to stop work under or cancel any agreement with MEI; or (6) sign this agreement. Owner(s) and the Vessel agree to be bound by all of the T&Cs and to pay all amounts owed thereunder. In consideration of Owner(s) and the Vessel's agreement to the T&Cs and to pay the all amounts owed thereunder, MEI agrees to perform the agreed work or services on the Vessel.

SERVICES/FEES: All of our work is performed on a time and materials basis unless we agree otherwise, in writing. Standard labor rates are posted in the workshop and are available by request and may increase at any time during the course of your job without further notice. Billing is by the quarter hour. Emergency rates are posted in the shop; these rates are charged when you request that a job must be completed by a date certain or if it requires work beyond Monday-Friday 8-5. Additional charges apply for computer analysis of equipment or design work. In addition to any other applicable rates, for black water work, time is charged portal to portal and for time to both change and shower; required protective will be charged at cost.

Offsite work is charged portal to portal. MEI tries to group visits to marinas to minimize Owner's(s') costs, but that is not always possible and MEI shall be under no obligation to group visits, which often is not consistent with Owner's(s') expectations on service. If Owner(s) are more flexible on timing, job costs may be less. Transportation of the Vessel by MEI is possible by arrangement. MEI will charge reasonable fees for use of its trailers and depending on trailer size/time on trailer. MEI can tow the Vessel on your trailer if it is legal and in reasonable condition, in MEI's sole discretion. Travel time is charged at the rates set forth above. General tooling is included with the rates set forth above. Specialized, non-standard and custom tooling will be charged to your account after consultation with Owner(s). Parts and materials are charged at manufacturer list price or cost plus 30%, whichever is higher. Time may be charged for specifying, sourcing and procuring parts needed for your vessel. If Owner(s) request that we find parts or materials that are not in stock at MEI's regular suppliers, cost to find alternate sources of obsolete, back ordered parts can be considerable, and efforts may not get results. Freight costs are charged at cost. Prices for parts and materials are subject to change, and unfortunately often change between order and delivery; Owner(s) are responsible for any such changes plus other applicable charges. Where practical, in MEI's reasonable discretion, it uses OEM parts and materials and only uses marine approved parts and materials.

ESTIMATES: MEI may provide an estimated cost. It is only a best rough estimate, is not a cap on the cost of the job, and it is not binding on MEI. In many Vessel projects, unforeseen circumstances arise that require different/additional work to complete the job. Owner(s) written, oral, or other authorization to start work constitutes Owner's(s') agreement to pay MEI for the work as invoiced, including different/additional work which is necessary to perform the job. MEI endeavors to advise when the scope of work changes significantly, but Owner(s) agree that they are responsible to pay MEI for the work, as invoiced, regardless of whether an updated estimate or updated scope of work was provided. [AUTO SHOP LAW]

Many jobs require two or more people, for example, to operate controls while performing engine work, or for safety. Owner(s) can be the second person in many circumstances if your schedule and abilities accommodate, otherwise additional personnel will be used in MEI's sole, reasonable, discretion. Owner(s) will be charged separately for each additional person who works on the job. MEI generally welcomes Owner(s) who want to be present during and help work on the Vessel. MEI reserves the right, in its sole discretion, however, to deny any request to be present or help work on the Vessel. Remember, the more questions you ask the more time Owner(s) will be charged. We offer paid telephone support at the rates set forth above.

STORAGE: Owner(s) may arrange to store the Vessel with MEI under a separate Storage Agreement. While we work on your Vessel, we will not charge storage. However, if your Vessel remains on MEI's premises for over 10 days, but work cannot continue for any reason beyond MEI's reasonable control, Owner(s) agrees to be bound by the terms and conditions of MEI's separate Storage Agreement then in effect and to pay any applicable fees. If the Vessel is not removed from MEI's facilities within 2 months of completion of MEI's work or if any outstanding amounts due are not paid for 2 months, then Owner(s) agrees that they have abandoned the Vessel, that Owner(s) are responsible for all amounts due pursuant to the T&Cs then in effect. In such event, Owner(s) agrees that they will, without cost to MEI, assist in transferring any and all rights to the Vessel to MEI. In transferring any and all rights to the vessel, the owner agrees that they will satisfy any liens of others on the vessel. Owner(s) further agrees that they are responsible for all reasonable costs, fees, or expenses (including attorneys' fees and expenses) incurred by MEI in obtaining title to or disposing of the Vessel, and that any such costs, fees, or expenses will be added to Owner's(s') account, in addition to any outstanding amounts due and any other amounts which may become due pursuant to the T&Cs then in effect, and that all such amounts will be due immediately. Vessel disposal costs typically start at \$3000 and drastically increase with size.

PAYMENTS, FINANCE CHARGES, LIENS, COLLECTION: All invoices issued by MEI shall be paid in a timely manner, but in no event later than 30 days from the date the invoice is sent to Owner(s). MEI accepts, cash, wire transfer/ACH, checks and standard credit cards (a convenience fee of 3.5% shall be added the invoiced amount for any credit card payments). Prepayment is required for all large capital items, which is determined in MEI's sole discretion. Prepayment is required for all work on a Vessel or system that, in MEI's sole discretion, has a present value less than the anticipated value of the work. All amounts due must be paid in full before MEI will return the Vessel or at any hand-over sea trial.

If payment is not received within 5 days of being due, FINANCE CHARGES will be assessed and calculated as follows: a FINANCE CHARGE will be added to the unpaid principal balance. The unpaid principal balance is defined as any outstanding amount due which is unpaid five days after it becomes due. FINANCE CHARGES will be added to the unpaid principal balance every month.

FINANCE CHARGES will be computed by multiplying a monthly periodic rate of TWO (2%) PERCENT per month, which is an ANNUAL PERCENTAGE RATE (APR) OF TWENTY FOUR (24%) PERCENT (or the maximum percent permitted by law, whichever is less), to the principal balance remaining after deducting payments received or credits from the principal balance. Owner(s) acknowledges the creation of a lien pursuant to Title 43 of the Annotated Code of Virginia, a maritime lien pursuant to Title 46 § 31301, et seq., of the United States Code, and/or a lien arising from any other law or authority against the Vessel securing the amount of any amounts due pursuant to the T&Cs then in effect, fees, charges for repairs, labor, materials, fuel, storage, necessities, etc. furnished to Owner(s) or the Vessel. Owner(s) further agrees that MEI may take and keep possession of the Vessel in the event of any payment dispute. In such event, additional Storage Fees and Finance Charges in the amounts set forth above shall continue to accrue until the Vessel's departs MEI, including if the Vessel remains on MEI's premises during or until any payment dispute is resolved, including while subject to any lien.

Owner(s) shall be responsible for all reasonable collection costs and expenses, including without limitation attorneys' fees and expenses and the cost of MEI staff's time, at their customary rates, incurred if MEI files suit or assigns Owner's(s') account to an attorney, individual, or firm for collection or otherwise related to a payment dispute. In any event, the minimum fee shall be \$500.00.

CANCELLATION BY OWNER(S): If Owner(s) instructs MEI to stop work on the Vessel, then Owner(s) agrees that they are responsible for all applicable fees and any other amounts due to MEI pursuant to the T&Cs then in effect. After such cancellation, MEI's sole obligations to Owner(s) and the Vessel will be to: (A) place aboard the Vessel any useable parts or materials related to the work and for which Owner(s) has paid; (B) issue a final invoice to Owner(s); and (C) upon receipt of payment of all outstanding amounts due to MEI and of the final invoice, to make the Vessel reasonably available to be retrieved. If timely payment is not received and/or the Vessel remains on MEI's premises for more than 10 days after MEI notifies Owner(s) that the Vessel is available to be retrieved, then all applicable fees (including, without limitation, any storage fees, finance charges, etc.) shall begin to accrue and Owner(s) agrees that they are responsible to pay any amounts due pursuant to the T&Cs then in effect. If this agreement is cancelled, then MEI shall have no obligation to perform any

further work or take any further action whatsoever other than (A-C) above, and MEI shall not, in any event, have any duty to take any action to return the Vessel to the condition she was in when tendered to MEI.

CANCELLATION BY MEI: If Owner(s) fail to timely pay MEI any amounts due to MEI pursuant to the T&Cs then in effect or fails to affirm to MEI upon request that Owner(s) will continue to honor their obligations pursuant to the T&Cs then in effect, then MEI may, in its sole discretion, stop all work on the Vessel and cancel this agreement. In such an event, Owner(s) agrees that they are responsible for all applicable fees and any other amounts due to MEI pursuant to the T&Cs. After such cancellation, MEI's sole obligations to Owner(s) and the Vessel will be to: (A) place aboard the Vessel any useable parts or materials related to the work and for which Owner(s) has paid; (B) issue a final invoice to Owner(s); and (C) upon receipt of payment of all outstanding amounts due to MEI and of the final invoice, to make the Vessel reasonably available to be retrieved. If timely payment is not received and/or the Vessel remains on MEI's premises for more than 10 days after MEI notifies Owner(s) that the Vessel is available to be retrieved, then all applicable fees (including, without limitation, any storage fees, finance charges, etc.) shall begin to accrue and Owner(s) agrees that they are responsible to pay any amounts due pursuant to the T&Cs then in effect. If this agreement is cancelled, then MEI shall have no obligation to perform any further work or take any further action whatsoever other than (A-C) above, and MEI shall not, in any event, have any duty to take any action to return the Vessel to the condition she was in when tendered to MEI.

SECURITY: Owner(s) acknowledges that MEI has the right, but no obligation, to lock its fence or premises and buildings, has no security guard whatsoever, has employees on duty only during normal hours of operation, has limited lighting, has no guard dogs, has electronic security devices for the sole benefit of MEI, that the property is visible and accessible from the public street, that MEI does not restrict access to persons entering the property, is open to the public and other visitors, and cannot prevent trespassers from entering the premises or buildings. Furthermore, when vessels are not at MEI's premises, MEI has no responsibility for any security of the Owner(s) vessel. Owner(s) acknowledges and agrees that MEI is not an insurer of the safety, security, or condition of the Vessel and that MEI is not a bailee or warehouseman and does not have exclusive care, custody, and control of the Vessel.

OWNER(S) OBLIGATIONS: Owner(s) agrees that it is their sole duty to keep the Vessel properly secured and maintained; to keep the Vessel validly USCG documented, State registered, and to maintain any required State use decal; to keep the Vessel tight (bilges dry), staunch and seaworthy; to keep the Vessel maintained and in good operating condition and repair; to keep the Vessel neat, clean, free of rust and corrosion, mildew, mold, peeling paint, rot, blistering, and flaking; to equip the Vessel with adequate equipment in strong, clean and satisfactory condition; and to keep the Vessel with a neat, shipshape, and aesthetically pleasing appearance. MEI WILL NOT INSURE the Vessel and Owner(s) shall be solely responsible to insure her.

CHOICE OF LAW/VENUE: The T&Cs are deemed to have been made and entered into in Fairfax County, Virginia, and shall be governed and interpreted by the laws of the State of Virginia and by U.S. federal maritime law without application of principals governing conflicts of law. Any legal action arising from or related to the Vessel, MEI Personnel, and/or the T&Cs shall be brought in the appropriate Virginia State Court in Fairfax County or in the United States District Court for the Eastern District of Virginia (or other U.S. District Court where the Owner(s) or the Vessel may be located), and Owner(s) and MEI agree to submit to the personal jurisdiction and venue of said court(s).

MISCELLANEOUS: Headings are for reference only and do not affect or alter the terms of this Storage Agreement. In the event one or more terms or conditions of the T&Cs are determined to be unenforceable, all other terms and conditions shall continue in full force and effect. The T&Cs constitute the only agreements between the parties, and all prior proposals and agreements, written and oral, are merged with the T&Cs. No modification of the T&Cs shall be binding unless in a writing signed by both parties. The parties to the T&Cs agree that they shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Owner(s) agrees that the waiver of any term or condition of the T&Cs by MEI shall not constitute a waiver of any other term or condition of the T&Cs and shall not be continuing. The T&Cs may be updated from time to time and Owner(s) agrees to be bound by any such updated T&Cs. Current versions are available at any time by request. Signatures exchanged by electronic mail, fax, or other method or medium shall be deemed genuine and to have the same effect as an original signature.

LIMITATION OF LIABILITY, WAIVER, WAIVER OF JURY TRIAL: If MEI is prohibited from honoring its obligations under the T&Cs for reasons beyond its control, for example and without limitation, war, acts of terrorism, epidemic, pandemic, strike, accident, tropical storm, hurricane, natural disaster, or other causes beyond MEI's control (Force Majeure), then the Parties' obligations under the T&Cs shall be deemed cancelled, the rights and obligations of each Party will cease to exist and be of no further force and effect and neither party shall be entitled to, and hereby waives, any claim for specific performance, damages, compensation, interest, or for any other claims whatsoever, provided however, that Owner(s) agree that they will, in all events, remain responsible for any amounts due or which became due pursuant to the T&Cs then in effect, but were not invoiced, before the Force Majeure. Owner(s) acknowledges that the consideration paid for storage or use of MEI facilities or premises, and other consideration provided hereunder is disproportionately small in comparison to the value of the Vessel, and in comparison, to the risks of bodily injury/loss of life to the Owner(s), their guests, employees, and invitees. Owner(s) is aware of the various risks of keeping a vessel at MEI's facilities or premises. Owner(s) agrees that storage of the Vessel and use of MEI facilities or premises by Owner(s), their guests, employees, and invitees shall be at their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Owner(s) agrees that neither MEI, nor any of its officers, directors, owners, employees, agents, or other representatives (together MEI Personnel) shall be liable for any loss, damage, or injury/death to the person or property of Owner(s) or of Owner's(s') guests, employees, invitees or servants, including, but not limited to Owner's(s') or the Vessel or her contents, equipment, appurtenances, or trailer regardless of whether such loss, damage, personal injury or death be occasioned by fire, storm, theft, vandalism, epidemic, pandemic, collision, ice, snow, sinking, act of God, or any other cause or condition, including, but not limited to the negligence of MEI Personnel. Owner(s) waives any claims against MEI Personnel for property damage or personal injuries/death, including the direct or indirect costs, damages, or injuries related thereto, caused directly or indirectly by failures of the cradle(s), boat stands, trailer(s) or any other storage or blocking appliance(s), whether they are the property of Owner(s) or the Vessel, MEI, or others, and whether due to deficient design, construction, maintenance, handling, parking, use, installation, or any other causes including, but not limited to the negligence of MEI Personnel, and Owner(s) further waives any other claims, causes of action, remedies, or other rights they may have, including without limitation any right of subrogation, arising from or related to the Vessel, MEI Personnel, and/or the T&Cs to the greatest extent permitted by law (Claims) against MEI Personnel. Owner(s) agrees to hold harmless, defend, and indemnify MEI Personnel for all costs, fees, or expenses, including without limitation attorneys' fees and expenses, incurred by MEI Personnel in defending any Claims or from any, losses, damages, or liability of MEI Personnel to Owner(s), the Vessel, or to any other person or entity related to any Claims. Notwithstanding any other T&Cs, MEI Personnel shall not be responsible or liable for any special, exemplary, consequential, or incidental damages under any circumstances or for any reason arising from or related to any Claims. All lawsuits or legal actions against MEI Personnel must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action, or be forever barred. Having had an opportunity to consult with counsel of their choice, the PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY with respect to any dispute arising from or related to the Vessel, MEI Personnel, and/or the T&Cs.

Owner(s) acknowledges that they received and carefully and fully read the T&Cs, understood them, and agrees to be bound by the T&Cs. IN WITNESS WHEREOF, Owner(s) for themselves, their employees, servants, agents, representatives and guests have hereunder set their hand(s) and seal(s):

Owner(s)
Sign Here _____
Print Name _____
Title _____
Date _____

Sign Here _____
Print Name _____
Title _____
Date _____