

SIMPSON MARINE SERVICES, LLC

MARINE SERVICE AGREEMENT

Customer Name: _____

Billing Address: _____

Phone: _____ Email: _____

Vessel Name: _____

Vessel Make/Model: _____

Vessel Year: _____ Hull/Serial #: _____

Vessel Location: _____

Date: _____

1. SCOPE OF SERVICES

Simpson Marine Services, LLC ("SMS") will provide marine repair, maintenance, installation, troubleshooting, refit, and related services as requested by the Customer. The specific work may be described in a written estimate, work order, proposal, email, text message, or other written communication. SMS may determine the appropriate method, materials, equipment, and procedures reasonably necessary to perform the requested work.

2. ESTIMATES ARE NOT BINDING

Any estimate, quote, proposal, or projected price provided by SMS is for informational and budgeting purposes only and is not a guaranteed or binding price unless expressly stated in writing as a fixed-price contract signed by both parties. Marine repair and refit work frequently involves conditions that cannot be determined until equipment, components, wiring, plumbing, machinery, cabinetry, or other portions of the vessel are opened, removed, tested, or inspected. Actual labor, parts, materials, subcontractors, travel, disposal, and other charges may differ from the estimated amount. The Customer acknowledges that an estimate is an approximation of anticipated costs and is not a guarantee of the final cost.

3. ADDITIONAL WORK / CHANGE IN SCOPE

Any work requested by the Customer that is outside the original scope, or additional work reasonably required as a result of conditions discovered during the job, shall be billed on a time-and-materials basis unless otherwise agreed in writing. Additional work may include hidden damage or deterioration, corrosion, improper previous repairs, defective components, additional troubleshooting, access/removal/reinstallation, wiring, plumbing, mechanical, electrical or structural work, customer-requested changes, additional parts/materials, subcontractors, freight, transportation, or disposal. SMS will make reasonable efforts to notify the Customer when significant additional work is discovered. SMS is authorized to perform reasonable additional work necessary to safely complete the requested repair or prevent further damage, with such work billed at applicable time-and-materials rates.

4. LABOR RATE / TIME AND MATERIALS BILLING

The standard labor rate for Simpson Marine Services, LLC is **\$155.00 per hour**. Unless expressly agreed otherwise in writing, labor and additional work will be billed at this rate. Time may include diagnosis, troubleshooting, labor at the vessel, shop labor, travel when applicable, removal/reinstallation, testing, parts procurement, coordination, and cleanup/disposal. Materials, parts, equipment, outside services, subcontractors, freight, shipping, disposal fees, and other job-related expenses will be charged to the Customer.

5. MINIMUM INVOICE

Simpson Marine Services, LLC has a minimum invoice amount of **\$350.00** per service call, job, or visit, unless SMS expressly agrees otherwise in writing. If the total calculated charges for labor, travel, diagnostics, materials, or other applicable services are less than \$350.00, the Customer will be charged the \$350.00 minimum. The minimum invoice does not include

separately incurred parts, materials, subcontractor charges, freight, shipping, storage, or other third-party expenses unless expressly stated otherwise.

6. DIAGNOSTIC SERVICES / NO GUARANTEE OF RESULT

The Customer understands that marine troubleshooting and repair work is performed on complex systems and that diagnosis or repair may not always result in a successful resolution of the reported problem. **Whether the reported issue is successfully repaired, partially repaired, cannot be repaired, or cannot be conclusively identified, the Customer remains responsible for payment for all labor, diagnostic time, travel, testing, materials, parts, and other services actually performed or incurred under this Agreement.** Payment is for the professional time, labor, expertise, investigation, testing, and services provided and is not contingent solely upon a successful repair outcome. SMS does not guarantee that every reported problem can be diagnosed or repaired.

7. CUSTOMER AUTHORIZATION

By signing this Agreement, the Customer authorizes SMS to perform the agreed services and reasonable additional work described herein. The Customer represents that they are the owner of the vessel or are authorized by the owner to approve repairs and incur charges. The Customer is responsible for payment of all charges incurred under this Agreement.

8. PAYMENT TERMS

Invoices are due according to the payment terms stated on the invoice. Unless otherwise agreed in writing, payment is due upon receipt. For invoices remaining unpaid for more than 30 days, the Customer authorizes SMS to charge the outstanding balance to the credit card provided below, subject to applicable law and card-network rules. The Customer agrees to maintain a valid payment method on file while any balance remains outstanding. SMS may suspend work if the account becomes past due.

9. CREDIT CARD AUTHORIZATION

I authorize Simpson Marine Services, LLC to charge the credit card listed below for amounts properly due and owing under this Service Agreement, including unpaid invoices that remain outstanding for more than 30 days. This authorization applies to completed labor, materials and parts, authorized additional work, subcontractor charges, freight/shipping, disposal, storage if applicable, and other charges properly incurred under this Agreement. The Customer understands that the card may be charged for an outstanding balance after the applicable 30-day period without obtaining a new signature for each individual charge, provided the charge is otherwise authorized under this Agreement and applicable law.

10. LATE PAYMENTS

Invoices that remain unpaid for more than 15 days from the invoice date will be considered past due and may be subject to a reasonable late fee or finance charge beginning on the **16th day after the invoice date**, to the extent permitted by applicable law. Late fees or finance charges will continue to accrue on any unpaid balance until the balance is paid in full. The Customer agrees to reimburse SMS for reasonable costs incurred in collecting unpaid amounts, including applicable collection costs, court costs, and reasonable attorney fees, to the extent permitted by law.

11. VESSEL ACCESS

The Customer shall provide SMS with reasonable access to the vessel and the areas and equipment necessary to perform the requested work. The Customer is responsible for keys, access codes, marina/yard access, and required permissions unless otherwise arranged. Delays caused by lack of access, marina restrictions, other contractors, weather, parts availability, or circumstances outside SMS's reasonable control may affect completion dates.

12. PARTS AND MATERIALS

SMS may use new, refurbished, remanufactured, aftermarket, or manufacturer-approved components as appropriate unless the Customer requests otherwise in writing. Special-order parts may be non-returnable or subject to restocking charges. The Customer is responsible for special-order, canceled-order, restocking, shipping, and vendor charges incurred on the Customer's behalf.

13. CUSTOMER-SUPPLIED PARTS

SMS is not responsible for defects, failures, incompatibility, improper specifications, or warranty issues associated with customer-supplied parts or equipment. Labor required to diagnose, modify, install, remove, or replace defective customer-supplied equipment will be billed to the Customer at the applicable labor rate.

14. WARRANTIES

Unless otherwise stated in writing, SMS warrants its workmanship for one (1) year from completion of the applicable work. This workmanship warranty does not cover normal wear and tear, abuse or misuse, damage caused by others, customer-supplied parts, manufacturer defects, existing vessel conditions, corrosion, water intrusion, unrelated electrical/mechanical failures, modifications by others, or failure to maintain the vessel/equipment. Manufacturer warranties are separate. SMS must have an opportunity to inspect and, where appropriate, correct a claimed workmanship issue before another contractor performs corrective work.

15. LIMITATION OF LIABILITY

Marine vessels contain interconnected systems. Repairing one component may reveal or affect pre-existing conditions or failures elsewhere. SMS is not responsible for pre-existing conditions, latent defects, failures of unrelated components, or consequential damage not caused by SMS's negligence or willful misconduct. To the maximum extent permitted by law, SMS shall not be liable for indirect, incidental, special, or consequential damages, including loss of use, charter income, revenue, or enjoyment.

16. STORAGE AND DELAY

If the Customer fails to remove the vessel, equipment, parts, or other property when reasonably requested after completion, storage or related charges may apply. SMS is not responsible for delays caused by parts availability, manufacturers, shipping companies, marinas, boatyards, weather, other contractors, or circumstances beyond its reasonable control.

17. BOATYARD, MARINA, AND THIRD-PARTY CHARGES

The Customer is responsible for charges imposed by marinas, boatyards, storage facilities, travel lifts, haul-outs, subcontractors, shipping companies, manufacturers, or other third parties in connection with the work unless expressly included in a written fixed-price agreement.

18. CUSTOMER RESPONSIBILITY

The Customer is responsible for informing SMS of known vessel conditions, prior repairs, modifications, equipment problems, hazardous conditions, and other information that may affect the work. The Customer shall not request SMS to perform work SMS reasonably believes to be unsafe or contrary to applicable laws, regulations, manufacturer requirements, or recognized marine standards.

19. DISPUTES

The parties agree to first attempt in good faith to resolve any billing or workmanship dispute directly before initiating formal legal proceedings. Nothing in this section prevents SMS from pursuing collection of an undisputed or overdue account.

20. GOVERNING LAW

This Agreement shall be governed by the laws of the jurisdiction applicable to the transaction and the location where the services are performed, except to the extent otherwise required by applicable law.

21. ENTIRE AGREEMENT

This Agreement, together with any applicable written work order, estimate, proposal, or invoice, constitutes the agreement between SMS and the Customer regarding the services covered by this Agreement. Any modification to a fixed-price scope or other specifically agreed contractual term must be made in writing.

22. CUSTOMER ACKNOWLEDGMENT

By signing below, the Customer acknowledges that they have read and understand this Agreement and agree to its terms. The Customer specifically acknowledges that: (1) the standard labor rate is **\$155.00 per hour**; (2) estimates are not binding fixed prices unless expressly stated otherwise in writing; (3) additional work and changes in scope may be billed on a time-and-materials basis; (4) the minimum invoice is **\$350.00** unless otherwise agreed in writing; (5) payment is due for diagnostic and repair services performed regardless of whether the reported issue is successfully resolved, subject to this Agreement; (6) invoices remaining unpaid for more than 30 days may be charged to the authorized credit card, subject to applicable law; and (7) the Customer is responsible for all properly incurred charges associated with the work.

CREDIT CARD INFORMATION

Cardholder Name:	_____
Billing Address:	_____
Credit Card Number:	_____
Expiration Date:	_____ CVV: _____ ZIP: _____
Customer Initials Authorizing 30-Day Charge:	_____

For security, SMS should store payment-card information only through a PCI-compliant payment processor whenever possible rather than retaining full card numbers or CVV information in ordinary paper or digital records.

CUSTOMER

Printed Name: _____

Signature: _____

Date: _____

SIMPSON MARINE SERVICES, LLC

Authorized Representative: _____

Signature: _____

Date: _____

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