



57 Kenway Ave.
Warwick RI 02889

P: 888-611-BOAT ~ F: 401-738-0440 ~ TheBoatGuysUSA.com

Shrinkwrap Service Contract

This contract for service (this "Contract") dated this _____ day of _____ between _____ Name
Day Month Year
Of _____, _____, _____, _____, _____, _____
Address City State Zip
Phone: _____ Alt. Phone: _____ E-Mail: _____
(the "Customer")

OF THE FIRST PART

-AND-
The Boat Guys, Inc.
57 Kenway Ave.
Warwick, RI 02889
(the "Service Provider")

OF THE SECOND PART

Background:

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience, abilities, and insurance to provide services to the customer.
2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions set out in this Contract.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Contract agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with the installation of a shrinkwrap cover consisting of construction of an adequate frame, installation of the shrinkwrap plastic (100% virgin resin, 7mil shrinkwrap plastic containing maximum UV inhibitor), and an adequate number of vents to minimize the potential for mold/mildew growth. If there are any special circumstances, such as the need for the boat to be stored **beyond the standard winter storage period**, if the Customer wishes to install the framework for shrinkwrap installation, if the boat is to be **transported over the roadway**, if the boat has **painted or re-gel coated hull sides or decks, if the boat has off color gel coat hull sides (ie: blue or green)**, or if there are any special framing considerations to allow for work to be performed on the boat during storage, the Customer must check the appropriate box and/or detail these concerns in the space below for the Service Provider. If the boat belonging to the Customer has **painted, re-gel coated, or gel coated sides in a color other than white, it is the policy of the Service Provider to only install the shrinkwrap cover down to the rub rail/toe rail to minimize the risk of damaging the finish. The Service Provider also recommends that boats with white gel coated hull sides should also be covered only to the rub rail/ toe rail to reduce the risk for chaffing caused by the shrinkwrap plastic or the nylon strapping used to secure the shrinkwrap cover to the boat.** The Service Provider shall be held harmless for any damage to the finish that may occur as a direct or indirect result from the shrinkwrap cover during storage. The shrinkwrap installation is to be performed on the following vessel:

Boat Length (Tip to Tip) & Make: _____ Name: _____
Haul Date: _____ Desired Service Date: _____ (Service date is subject to weather conditions.)

Shrinkwrap installation to be performed at the following location (Marina/Home): _____

Please check the appropriate box(es):

The boat to be covered has: White factory gel coat **painted hull sides** **re-gel coated hull sides** colored gel coat
The cover is to be installed: **To the rub rail/toe rail only** **below the rub rail/ toe rail to cover the hull sides**
The frame is to be installed by: the Service Provider the Customer (we do not guarantee the installation of the cover)

If the boat is a sailboat: the mast is to be removed left in place (if the mast remains up, there is a \$3.00/Foot charge)
If the boat is a power boat, does the boat have: Bridge If yes, is it a hard top soft top
Radar Arch T-Top (CC's): Downriggers/Outriggers (\$25 charge for each) Radar Mast
Do you wish for the installation of a zippered access door: Yes No If Yes, do you have your own Yes No:
If you do not have your own, what size would you like: 30X36 (Standard) 30X48 36X72

Provision of Extras

2. The Customer agrees to provide, for the use of the Service Provider in providing the Services the following extras:

and or any other material as outlined in the description of work to be completed when that material is not included in the price of the Service.

Compensation (Leave this section blank)

3. For the services rendered by the Service Provider as required by this Contract, the Customer will pay to the Service

Provider compensation amounting to \$

4. The Customer agrees to provide the Service Provider with a major credit card number (Visa or Master Card) or personal check prior to the performance of services in order to secure a service date. Credit card information will be taken over the phone by the Service Provider after the Service Provider has received this signed Contract from the Customer.

Term of Contract

5. The term of this Contract will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination by either party to this Contract, with the said term being capable of extension by mutual written agreement of the parties.

Confidentiality

6. The Service Provider agrees that they will not disclose, divulge, reveal, report, share, or use, for any purpose, any confidential information with the respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Contract and shall apply to all third parties, including the Marina or Boatyard or other storage facility where the vessel is located.

Assignment

7. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer it's obligations under this Contract to a sub-contractor or other company without the prior written consent of the Customer.

Capacity/Independent Service Provider

8. It is expressly agreed that the Service Provider is acting as an independent service provider and not as an employee of the Customer or any marina, marine facility, boat yard, ship yard, or other facility in providing the Services under this Contract. The Service Provider and the Customer acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a Contract for a single service.

9. The Customer is solely responsible for any restrictions and/or fees that may be imposed by any marina, marine facility, boat yard, ship yard, or other facility in which the Services are to be performed by the Service Provider.

Modification of Contract

10. Any amendment or modification of this Contract or additional obligation assumed by either party in connection with this Contract will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

Costs and Legal Expenses

11. In the event that legal action is brought to enforce or interpret any term of this Contract, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Entire Contract

12. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

Limitation of Liability

13. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage to any boat hardware, parts, carpets, clear vinyl or acrylic enclosures, vinyl seats, canvas enclosures, zippers, snaps, canvas tops, brackets, mounting hardware, rails, swim platforms, or other component of the vessel the integrity of which part may have been compromised by prior normal wear and tear or due to a want of proper preventative maintenance (whether direct, indirect, or consequential, except in the event of gross negligence) which may arise from the provision of the Services.

Indemnification

14. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

This Contract shall take effect upon the receipt by the Service Provider from the Customer of this signed Contract and upon the Customer providing the Service Provider with payment information as described above. **TO PROTECT YOUR PERSONAL INFORMATION PLEASE DO NOT WRITE CREDIT CARD INFORMATION IN THE SPACE BELOW AND DO NOT MAIL OR E-MAIL THIS INFORMATION TO THE SERVICE PROVIDER.**

_____ Date: _____

Brent M. Warish
President, The Boat Guys, Inc. (the "Service Provider")

_____ Date: _____

(the "Customer")

Please sign, read, print, and mail this contract to:
The Boat Guys, Inc.
57 Kenway Ave.
Warwick RI 02889
Or you may fax this contract to us at:
401-738-0440
CC# _____ Exp: _____

Please Print Customer Name