

# *Atlantic Boat and Marine LLC*

## STANDARD TERMS AND CONDITIONS

- Payment Terms** Client will be billed monthly for annual service agreements or otherwise when services are rendered. Terms for all billings are due upon receipt. Please pay to the Order of:
- Atlantic Boat and Marine  
2204 Folly Road  
Charleston, SC 29412*
- Form of Agreement** Unless otherwise noted on the proposal, the price for this work is a total lump sum. Any line item, quantity, or unit breakdown shown is for information purposes only. Any changes in the original scope of work must be agreed upon in writing and are over and above the subject proposal.
- Client Ownership** Client warrants the subject vessel is wholly owned by Client, or, that Client is duly authorized by the owner(s) to order this work.
- Conduct of Services** All work shall be performed in a workmanlike and professional manner by employees or independent contractors of Atlantic Boat and Marine having a level of skill commensurate with the requirements of the work.
- Taxes, Levies, and Other Fees** All necessary taxes, levies, and other fees known to Atlantic Boat and Marine have been identified on the proposal. Any others required are reimbursable costs and will be billed to Client as additional charges.
- Safety** Safety of Atlantic Boat and Marine's personnel, as well as that of the Client and client's guests, is paramount. Client agrees to abide by Atlantic Boat and Marine signage and verbal requests while topside and below-surface maintenance operations are underway. This may include restrictions concerning boarding and vessel operation until maintenance operations are complete and personnel are clear of the vessel.
- Liability** In connection with the services provided under this agreement, Client shall have no claim against Atlantic Boat and Marine beyond the cost of the service. In no event shall Atlantic Boat and Marine be liable to Client for damages whatsoever, direct or consequential, to any property or person alleged to have been caused by any act or omission of Atlantic Boat and Marine or its personnel.
- Termination** Either party may terminate this agreement upon written notification. Upon such termination, Client agrees to pay for those services rendered up to the date of termination at the established Atlantic Boat and Marine rates for one-time services.
- Laws and Disputes** This Agreement shall be governed by the laws of the state of South Carolina. It is agreed a claim by either party shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association.

---

2204 FOLLY ROAD • CHARLESTON, SC 29412

TELEPHONE: 843-406-2836 • 843-437-4526

[WWW.ATLANTICBOATANDMARINE.COM](http://WWW.ATLANTICBOATANDMARINE.COM)

ATLANTIC BOAT AND MARINE IS A SOUTH CAROLINA LIMITED LIABILITY COMPANY