

# REPAIR AGREEMENT

Location: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

## Owner Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Repair Service Provider Information:

Company Name / Individual: \_\_\_\_\_

Business License / ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Vessel / Equipment Information:

Description of Vessel or Equipment: \_\_\_\_\_

Make/Model: \_\_\_\_\_

Year: \_\_\_\_\_ Registration or HIN Number: \_\_\_\_\_

## Description of Repairs and Services:

Detailed Description of Repair Work to be Performed:

The Service Provider agrees to perform the repair services described in this Agreement in a professional and workmanlike manner. All work will be conducted according to accepted industry standards and in compliance with all applicable laws and regulations.

Specific Repair Tasks (Attach Additional Sheets if Necessary):

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

## Repair Completion and Acceptance:

The Service Provider shall complete the repair work within a reasonable time frame consistent with the nature and extent of the repairs. Owner shall have the right to inspect the completed work and shall accept the repairs if they conform to this Agreement.

## Payment Terms:

Total Repair Cost: \_\_\_\_\_ USD

Deposit Amount (if any): \_\_\_\_\_ USD

Balance Payment Terms: \_\_\_\_\_

## Warranties and Representations:

The Service Provider warrants that all repair work will be free from defects in materials and workmanship for a period of ninety (90) days from the date of completion. This warranty is limited to repair or replacement of defective work and does not cover damage resulting from misuse, neglect, accidents, or alterations made by the Owner or third parties. This warranty is exclusive and in lieu of all other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

**Liability and Indemnification:**

The Owner agrees to indemnify, defend, and hold harmless the Service Provider from any claims, damages, or expenses arising out of the Owner's negligence, misuse, or failure to properly maintain the vessel or equipment after repair. The Service Provider shall not be liable for any incidental, consequential, or punitive damages. The total liability of the Service Provider under this Agreement shall not exceed the total amount paid by the Owner for the repair services.

**Owner Responsibilities:**

The Owner shall provide reasonable access to the vessel or equipment for the Service Provider to perform the repairs. The Owner shall remove all personal property and valuables prior to commencement of repairs. The Owner shall promptly notify the Service Provider of any special requirements or concerns related to the repairs.

**Termination:**

Either party may terminate this Agreement by providing written notice to the other party. In the event of termination by the Owner prior to completion, the Owner shall pay for all work performed and materials purchased up to the date of termination. The Service Provider shall refund any unearned deposit amounts within a reasonable time frame.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ for any disputes arising under or relating to this Agreement.

**Entire Agreement and Amendments:**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior oral or written agreements. No amendment or modification shall be effective unless in writing signed by both parties.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic

means capable of confirming receipt, to the parties at their addresses set forth herein or at such other address as either party may designate by notice to the other.

**Force Majeure:**

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

**Signatures:**

**OWNER'S SIGNATURE**

**SERVICE PROVIDER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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