2024 Spring Commissioning Form

Return ASAP - Launch priority is given to those whose form was received first!

Name:		
DESIRED LAUNCH DATE: Please CIRCLE the weekend by which ORBY should have your boat commissioned:		
 □ April 6th □ April 13th □ April 20th □ April 27th (Limited Space) 	☐ June 22 nd (Limited Space) ☐ June 29 th ☐ Other	
Note: Boats NOT stored with <i>ORBY</i> must week prior to the desired launch date to according to the desired launch date to accor	be dropped off or be available to be picked up by <i>ORBY</i> at least oncommodate the requested launch date.	
 Remove Boat from Stora Paint Bottom w/ Antifou Perform Spring Engine C fluids, prop, steering, thr Test & Inspect ALL Boa Reinstall Electronics (Up Reattach Canvas (Repair Flush Anti-Freeze & Fill Inspect/Update USCG Some Wash Boat (excludes Canal Launch Boat & Top off Control Perform Water Test 	Fresh Water Tank afety Equipment bin Areas unless requested below)	
SUGGESTED OPTIONAL SERV	VICES (Please CHECK those desired):	
□□ Perform Cooling System Service (thermostat, pressure relief valve, water pump as applicable)	
□□ Perform Fuel System Service (clea	n VST, Injectors, and/or other fuel components as required)	
□□ Wax & Polish Exterior Hull (Com	pound if required)	
$\hfill\Box$ Wax & Polish Interior / Topsides (Compound if required)	
□□ Remove Tarnish / Polish Metal Ra	ils & Deck Hardware	
□□ Clean & Apply Conditioner to Vin	yl Upholstery and/or Isinglass	
□□ Clean Cabin Areas		
$\square\square$ Name My Boat (custom design & a	application of vinyl boat names)	
\square Summer Trailer Storage (\$85 fee will a	apply each time ORBY retrieves or returns trailer during storage period)	
$\hfill\Box$ Service Trailer (Lights, Bearings, I	Rollers, Winch, Tires, etc)	
	to commission my boat as indicated on this form based on as & policies detailed on the back/second page of this form.	
Signature	 Date	

Please Flip OVER to provide updated Contact Information as well as to make note of any exceptions or special requests.

Personal Information:

(To be kept confidential by ORBY)

Name:	
Billing Address:	
-	
Local (Cape) Address:	
· · ·	
Home Phone #:	
Work Phone #:	
Local Phone #:	
Cellular Phone#:	
E-mail Address:	

Please note any special requests below:

Insurance Policies:

B.K. Enterprises, INC dba Oyster River Boatyard (ORBY) requires that ALL boats berthed, stored, or being serviced at ORBY have an 'all risk' insurance policy active and in effect along with providing ORBY a yearly copy the boats Certificate of Insurance. Such policy must include hull insurance in an amount at least equal to the value of the boat and its contents, general liability, and protection & indemnity insurance with limits of at least \$300,000 per incident for other damages. ORBY, its officers, agents, servants, employees or contractors shall not be liable for any claim, loss or cost arising in whole or in part out of any injury, loss or damage to any person or property while in or at the Boatyard or in transit thereto and therefrom, or out of any condition within or around the Boatyard, unless due solely to gross negligence or willful misconduct on the part of ORBY, nor for any claim, loss or cost arising in whole or in part out of any act or omission of another vessel or owner or persons acting thereunder. The parties acknowledge that ORBY is not liable for any loss, damage, or theft of the vessel, its equipment or any other property of the licensee.

The owner or representative shall hold harmless and indemnify ORBY its officers, agents and employees from and against all liability, loss claims, damage & injury associated with the use of ORBY facilities, loss or cost including without limitation, attorney's fees, arising in whole or in part, out of any injury, loss or damage to any person or property anywhere occasioned by any act or omission of the owner or representative, any act or omission of any person operating, on-board, or visiting the boat, or any act or omission related to the boat. In addition to the foregoing, ORBY may make all repairs and replacements to the Boatyard, docks, walkways and slips necessitated by any of the foregoing acts or omissions and the owner or representative shall pay to ORBY on demand all costs and expenses thereof.

Payment Terms:

Full payment is due upon work completion and receipt of invoice. Payments not received within 30 days will accrue finance charges at a rate of 1.5% per month. Additionally a \$39 late fee will be charged monthly during which no payments have been received towards outstanding balances. ORBY shall have statutory maritime liens (both state and federal) upon the boat, engine, and contents to secure any and all services and parts supplied to the owner/representative. ORBY retains the right to lock/secure the boat and prevent removal from ORBY property until all charges have been paid. Should ORBY pursue collection, all legal and other costs such as but not limited to storage fees & relocation fees associated with such activities shall be the responsibility of the customer.