



MARINE PERFORMANCE SOLUTIONS LIMITED - SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____, 20__, by and between

SERVICE PROVIDER

MARINE PERFORMANCE SOLUTIONS LIMITED (LLC)

OWNER : DAKOTA STINE

ADDRESS : 590 PIEDMONT LN HEATH, OH 43056

CONTACT NUMBER: 330-605-7964

EMAIL : koda@mpsl-usa.com

AND

CLIENT NAME (PRINT): _____

CONTACT NUMBER: _____

THIS DOCUMENT CONTAINS ALL STANDARD OPERATIONAL POLICIES AND PROCEDURES OF MARINE PERFORMANCE SOLUTIONS.

THIS IS A ONE TIME AGREEMENT WHICH ONCE SIGNED, IS LEGALLY BINDING. SIGNATURES WILL BE USED IN THE CASE OF DISPUTE AT ANY TIME.

MARINE PERFORMANCE SOLUTIONS LIMITED WILL KEEP ONE SIGNED COPY OF THIS ENTIRE AGREEMENT PER CLIENT ON FILE.

ALL BUSINESS DOCUMENTS ARE ON HAND AND AVAILABLE UPON REQUEST DURING HOURS OF OPERATION.

MARINE PERFORMANCE SOLUTIONS LIMITED - BUSINESS INFO

MARINE PERFORMANCE SOLUTIONS LIMITED is a limited liability company based in Central Ohio which not only provides traditional shop setting jobs at a physical location but also provides a fully mobile service option. MARINE PERFORMANCE SOLUTIONS LIMITED is committed to offering exclusively the best parts available within the industry by using corporate partnerships with many of the industries best producers.

MARINE PERFORMANCE SOLUTIONS LIMITED MISSION - HOURS OF OPERATION

10AM - 8PM MONDAY THROUGH FRIDAY (MAY VARY)
WEEKEND SERVICE IS AVAILABLE UPON REQUEST (MAY VARY)

THE CLIENT MUST BE THE LEGAL OWNER OF THE VESSEL AND/OR TRAILER WHICH IS BEING SERVICED



MARINE PERFORMANCE SOLUTIONS LIMITED - OPERATING STATEMENTS

1. MARINE PERFORMANCE SOLUTIONS LIMITED reserves all rights to deny on land and on water towing services, mobile service, and shop services for any reason.
2. No product which inhibits the safe operation of a vessel or trailer, and/or puts the operator(s) and their passengers in danger will be installed by MARINE PERFORMANCE SOLUTIONS LIMITED. NO EXCEPTIONS!
3. If MARINE PERFORMANCE SOLUTIONS LIMITED damages any element of a vessel and/or trailer while performing service the parts damaged will be replaced at the expense of MARINE PERFORMANCE SOLUTIONS LIMITED.
4. MARINE PERFORMANCE SOLUTIONS LIMITED may need to do multiple on water test and tune sessions to ensure the client's vessel is operating correctly. Signing this agreement allows MARINE PERFORMANCE SOLUTIONS LIMITED to verify your vessels performance by means of on water testing.
5. Clients are not permitted to supply their own parts to be used during a service unless approved by MARINE PERFORMANCE SOLUTIONS LIMITED. This is to avoid the usage of parts in which the quality is unknown, known to be lower than MARINE PERFORMANCE SOLUTIONS LIMITED'S standards or is not directly compatible within the application for specified service. The only parts MARINE PERFORMANCE SOLUTIONS LIMITED allows to be supplied by the client are the following. oil, gas, antifreeze, and purely cosmetic products. MARINE PERFORMANCE SOLUTIONS LIMITED acquires no liability when performing a service while using client provided parts.
6. MARINE PERFORMANCE SOLUTIONS LIMITED offers installation of some race use only and high performance parts. MARINE PERFORMANCE SOLUTIONS LIMITED is not responsible for the failure of any element of a vessel which contains race use only and high performance parts. Installation of some race use only and high performance parts limit where you can legally use your vessel, and may affect your insurance. By signing this document you (the client) understand this and relieve MARINE PERFORMANCE SOLUTIONS LIMITED of all legal responsibility, incurred property damages or physical harm on vessels with the use of race use only and high performance parts installed. MARINE PERFORMANCE SOLUTIONS LIMITED reserves the right to deny installation of any race use only and high performance parts.



MARINE PERFORMANCE SOLUTIONS LIMITED - LIABILITY STATEMENT

MARINE PERFORMANCE SOLUTIONS LIMITED AS AN LLC, ITS OWNER(S) AND EMPLOYED PERSONNEL DOES NOT TAKE ANY RESPONSIBILITY FOR ANY OF THE FOLLOWING.

IT IS RECOMMENDED THAT ALL VESSELS AND/OR TRAILERS ARE PROVIDED WITH LOCKS WITH KEYS OR THEFT DETERRENTS FOR SERVICE.

1. Any damages to or loss of watercraft, trailers or personal property attached to or within any listed locations while in transport including towing, in storage for a service or in storage after service has been completed. This includes theft at any time or place.
2. Any damages to or loss of watercraft, trailers or personal property attached to or within any listed locations once service has been completed. This includes, but is not limited to engine, electronic and other failures of watercraft and trailers once the service is completed.
3. Any expense for water, electricity or other utilities used while at a location which the client has identified as the service location for a mobile service.
4. Any chemical or physical residue after a service not removed completely by clean up methods which may damage, injure or kill any person, property or animals including pets. MARINE PERFORMANCE SOLUTIONS LIMITED takes proper active steps to dispose of all hazardous fluids and solids at all times during all services.
5. Any damages to personal, public or other property, owned by and/or not owned by the client at the identified service location.
6. Replacement of or any monetary compensation of property being serviced which requires to be transported via any method of postal services which becomes lost, damaged or stolen. Shipping insurance will always be used, if applicable, at the clients expense.
7. The replacement, of or any monetary compensation of parts installed which do not come with a warranty. Replacement warranted parts can be installed by MARINE PERFORMANCE SOLUTIONS LIMITED with the first 2 hours of labor free if MARINE PERFORMANCE SOLUTIONS LIMITED installed the warranted part that failed. If MARINE PERFORMANCE SOLUTIONS LIMITED did not install the warranted part that failed the first 2 hours of labor are not free.

THE CLIENT MUST BE THE LEGAL OWNER OF THE VESSEL AND/OR TRAILER WHICH IS BEING SERVICED

**MARINE PERFORMANCE SOLUTIONS LIMITED - ESTIMATE AND PRICING AGREEMENT**

ESTIMATES MAY NOT ALWAYS REFLECT THE TOTAL PAYMENT REQUIRED AT THE END OF A SERVICE. THIS CAN BE DUE TO A NUMBER OF REASONS INCLUDING, BUT LIMITED TO, PRICE INCREASES DUE TO INFLATED SUPPLY COSTS, ENCOUNTERING MORE NEEDED SERVICES NOT APPARENT DURING THE TIME OF THE INITIAL ESTIMATE, MISCOMMUNICATION BETWEEN MARINE PERFORMANCE SOLUTIONS LIMITED AND THE CUSTOMER RESULTING IN TRAVEL DURING WHICH SERVICE IS NOT COMPLETED.

1. Rates and service fees are open to change at any time prior to beginning a service. Rate and fee changes pertaining to the current service will be discussed prior to a service being started.
 2. MARINE PERFORMANCE SOLUTIONS LIMITED is not required to create a formal estimate, however for amounts over \$500, one will be created and shared with the client for approval. Estimates are also made upon requests for any service.
 3. a. All work completed through MARINE PERFORMANCE SOLUTIONS LIMITED is done on an hourly labor basis at a rate of \$115.00 / hour unless noted otherwise on your invoice and pre service estimate. This includes mobile service, if applicable.
b. Services not applicable to the \$115.00 / hour rate of labor include towing on land or water, oil changes, service fees, winterization, de-winterization, paint / fiberglass work, custom boat builds and high performance specialty labor.
c. Other rates
Towing mileage rate - Skis (\$25.00 / hour) Boats (\$35.00 / hour)
Oil changes - Model specific from \$65.00 / hour + material cost
Travel over 30 miles from shop - \$35.00 fee
Yearly service - Model and service tier specific from \$90.00 / hour + material cost
- *A routine maintenance service consists of new spark plugs, an overall visual inspection, an engine compression test and oil change if applicable*
- Winterization - Model and service tier specific starting at \$90.00 / vessel + material cost
De-winterization - Model and service tier specific starting at \$80.00 / vessel + material cost
Multiple tiers of winterization and de-winterization services are available
4. MARINE PERFORMANCE SOLUTIONS LIMITED keeps some items in stock at all times. Stocked items are priced and sold at the MSRP when MARINE PERFORMANCE SOLUTIONS LIMITED purchased it, regardless of when the part is sold to the client.



MARINE PERFORMANCE SOLUTIONS LIMITED - PAYMENT POLICY

MARINE PERFORMANCE SOLUTIONS LIMITED AS AN LLC, ITS OWNER(S) AND ALL EMPLOYED PERSONNEL RESERVE THE RIGHT TO EVALUATE AND PURSUE ALL LEGAL COLLECTION METHODS INCLUDING BUT NOT LIMITED TO LAWSUITS AND THE USE OF COLLECTION AGENCIES. FEES RELATED TO COLLECTING MONETARY COMPENSATION OF A NON PAYING CLIENT WILL BE ADDED TO THE SERVICE BILL TO BE PAID BY THE CLIENT.

1. Customers are responsible for all incurred fees during payment.
2. Clients and MARINE PERFORMANCE SOLUTIONS LIMITED will each acquire their own itemized invoice for all services performed.
3. All MARINE PERFORMANCE SOLUTIONS LIMITED service invoices will be kept on file.
4. For “major services”, including but not limited to, ordering and installing a new engine, ordering and installing a new complete wiring assembly, on board computers or services when the required parts cost exceeds \$500.00 the customer must pay, excluding projected labor costs, 100% (in full) of the parts MSRP including all fees (if applicable) before the service can be started and parts are ordered.
5. Payment of a service is required to be paid in full (100%) within 72 hours of service completion. Services not paid in full (100%) within 72 hours are subject to an additional 15% charge of all service labor.
6. Termination of a service by the client while a service is being completed for any reason requires the client to pay MARINE PERFORMANCE SOLUTIONS LIMITED the entirety (100%) of the service bill at the time of cancellation regardless of service completion status. This payment will be required within 72 hours of service cancellation.

MARINE PERFORMANCE SOLUTIONS LIMITED - CLIENT INFO

THE CLIENT MUST BE THE LEGAL OWNER OF THE VESSEL AND/OR TRAILER WHICH IS BEING SERVICED



SIGNING AT THE END OF THIS COMPLETED DOCUMENT VERIFIES ALL INFORMATION COLLECTED BELOW IS CORRECT.

CONTACT MARINE PERFORMANCE SOLUTIONS LIMITED IF ANY INFORMATION CHANGES.

MARINE PERFORMANCE SOLUTIONS LIMITED WILL NEVER SELL YOUR PERSONAL INFORMATION OR RELEASE ANY OF YOUR PERSONAL INFO IN ANY MANNER.

PROVIDED CLIENT PERSONAL INFORMATION IS USED ONLY TO CONTACT A CLIENT FOR REASONS RELATED TO A SERVICE OR UPDATES MADE TO CONTACT INFORMATION AND THE LOCATION OF MARINE PERFORMANCE SOLUTIONS LIMITED.

ADDRESS:

PHONE NUMBER:

EMAIL:

(not required)

NOTES:

MARINE PERFORMANCE SOLUTIONS LIMITED - SIGNATURE PAGE

THE CLIENT MUST BE THE LEGAL OWNER OF THE VESSEL AND/OR TRAILER WHICH IS BEING SERVICED



GOVERNING LAW AND JURISDICTION

BOTH PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY FEDERAL LAWS OF THE UNITED STATES AND STATE LAWS OF OHIO.

BY SIGNING AND DATING BELOW, YOU (the client) ARE AGREEING TO ALL STATEMENTS IN REGARDS TO THE OPERATING PRACTICES OF MARINE PERFORMANCE SOLUTIONS LIMITED LISTED WITHIN THIS COMPLETED DOCUMENT WHICH IN ITS ENTIRETY CONTAINS SEVEN (7) PAGES.

CLIENT

NAME (PRINT):

SIGNATURE & DATE:

MARINE PERFORMANCE SOLUTIONS LIMITED PERSONNEL

NAME (PRINT):

SIGNATURE & DATE:
