

## **Ocean Blue Marina Subcontractor Authorization Form**

1. **INSURANCE:** All Subcontractors must provide the office with a Certificate of Insurance for General Liability Insurance: Limits \$ 1 million each occurrence/\$2 million aggregate-bodily injury, property damage, and products/completed operations.
2. **AGREEMENT:** Subcontractor agrees that OCEAN BLUE MARINA, SHALL NOT be held responsible for damage to any property or injury to any persons while subcontractor is performing work ON THE PROPERTY. Subcontractor agrees to indemnify and hold harmless OCEAN BLUE MARINA, from any and all liability for personal injury, loss of life, property damage as well as any and all claims, proceedings, damages, actions and liabilities including attorney's fees arising from or connected with the Subcontractor's possession and use of the yard, including any such claim resulting from the negligence of OCEAN BLUE MARINA, its employees, agents, or contractors.
3. **SAFTEY:** All subcontractors must work in a clean and efficient manner. All tools, hoses, materials and equipment will be neatly stored during work on site. Work area **MUST** cleaned up at the end of each day so as to avoid additional clean up fees. A clean up fee will be determined by OCEAN BLUE MARINA based upon clean up time. Vessels will not be launched until work area is clean.
4. **ENVIRONMENTAL:** All environmental waste, if any, must be disposed of properly. All paint jobs must be properly tented and vacuum sanded so as to minimize the negative environmental impact on the property. There is an additional Environmental, Sanitation, Electric charge of 5.0% added to all charges and/or invoices.
5. **SOLICITATION:** No subcontractor shall solicit business from any OCEAN BLUE MARINA customers. Responses to unsolicited inquires are acceptable.
6. **CONDUCT:** The Subcontractor is responsible for the conduct of its employees while on the Marina premises. Any misconduct that would harm the reputation of the Marina such as causing bodily harm to another person, theft, damage to the property or the use of drugs and/or becoming intoxicated by alcohol or any other behavior determined to be unacceptable by the Marina shall be cause for immediate expulsion or termination of contract with the yard.
7. **CHARGES:** All charges will be agreed upon with contractor prior to a customer's boat being hauled out of the water.
8. **SECURITY SERVICE:** Subcontractor agrees and understands that security service provided by the Marina is a courtesy and that the Marina bears no responsibility for any breach in its security. Marina is open for contracted work from 8:00 AM to 5:00 PM Monday-Friday and at the Marina manager's discretion on Saturday. No subcontractor is allowed to work in yard before or after hours of operation.
9. **SUBCONTRACTOR RESPONSIBILITY FOR DAMAGE AND ENVIRONMENT:** Subcontractor understands that it shall be responsible for and shall promptly, upon demand, pay Marina for any damage caused to the Marina by the subcontractor or its employees. Subcontractor shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay Marina for any damage, expense or liability incurred by Marina due to the subcontractor or his employees failure to comply with such laws and regulations or due to any pollution created by, caused by or contributed to by subcontractor. Subcontractor shall not release any hazardous material or environmentally objectionable substances, including oil, or gasoline into the water or land of the Marina. The costs for which subcontractor may be responsible include but are not limited to the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of any violations. Subcontractor shall be responsible for reporting and cleaning any environmental hazards immediately.

10. Subcontractor agrees to pay all applicable rates, fees and charges and acknowledges that no boat will be launched until all open invoices are paid in full, by cash or check.

Contractor Business Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Yes \_\_\_ Insurance Certificate Provided: Date \_\_\_\_\_ Expires: \_\_\_\_\_

**List of employees that will be working at Ocean Blue Marina:**

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