HERON CUSTOM MARINE

Owner Representation Agreement

Monthly retainer. One boat, one point of accountability.

This agreement is between:

[LEGAL ENTITY NAME], a [ENTITY TYPE, e.g. California limited liability company], doing business as Heron Custom Marine, at 390 Cordelia, Walnut Creek, CA. Called **"we"**, **"us"**, or **"our"** below.

[OWNER NAME], at [OWNER ADDRESS]. Called **"you"** or the **"Owner"** below.

Effective date: [DATE]

The vessel

Name: [VESSEL NAME] **Year / Make / Model:** [ ]

Length: [ ] **HIN:** [ ] **Registration or documentation number:** [ ]

Where it is kept: [MARINA, SLIP, CITY]

To add a second vessel, we sign a short addendum naming it. The retainer applies per vessel.

1. WHAT THE RETAINER COVERS

We manage your boat. We keep it clean, current on maintenance, and ready to use. On site we act as your representative: we meet the mechanic, supervise vendors, and hold accountability for the vessel.

For $1,000 a month you get:

- Two documented systems inspections each month, each with a written report to you.
- Coordination of wash and detail, including checking the work before we sign off on it.
- Management of the maintenance calendar, so scheduled work happens on time.
- A single point of accountability for every vendor who touches the boat. You call us. We deal with them.

Work that falls outside this scope is billed at the hourly rates in Section 2.

1.1 What we do not do

- We do not perform mechanical repair work. We hire, schedule, and supervise the licensed trades who do.
- We are not a rental or charter operation. We do not put your boat into revenue service.
- We are not a yacht broker, dealer, or sales agent. See Section 6.

2. RATE CARD AND BILLING

The retainer covers the scope in Section 1. Everything beyond it is hourly.

Charge	Rate
Monthly retainer	$1,000 / month
Standard labor	$195 / hour
Travel, billed portal to portal	$160 / hour
Outside standard hours and on listed holidays	$292 / hour
Minimum per call-out	2 hours

Standard hours

9:00 a.m. to 5:00 p.m., Monday through Friday. Work outside those hours bills at the outside-hours rate.

Listed holidays

Work performed on any of these days bills at the outside-hours rate:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

How time is counted

- Every call-out beyond the retainer scope carries a two hour minimum.
- Travel bills portal to portal at the travel rate, from our place of business to the vessel and back.
- The retainer bills monthly in advance on [BILLING DAY, e.g. the 1st of each month].
- Hourly work and pass-through costs bill [BILLING FREQUENCY, e.g. monthly in arrears].
- Invoices are due [PAYMENT TERMS, e.g. net 15 days]. Unpaid balances carry [LATE FEE TERMS].

3. SPEND AUTHORITY

We can commit up to $1,000 per occurrence on your behalf without asking you first. This lets us keep small things moving instead of waiting on a phone call.

Anything above $1,000 needs your approval before we commit to it. We get that approval in writing, by email or text.

If the vessel or a person is in immediate danger, we act first and tell you as soon as we can.

4. PASS-THROUGH COSTS AND NO MARKUP

Vendor invoices, parts, and materials pass through to you at cost. We add no markup to them. If a yard bills $2,400, you pay $2,400.

The reason is simple. We did not do that work. Someone else did, and you pay them what they charged. What we charge for is our own time, at the rates above.

Our hourly rates are our labor, and they are separate from that. The no-markup promise applies to third party invoices, parts, and materials. It does not apply to our time. Time we spend sourcing a part, meeting a vendor, or supervising work bills at the rates above, on top of the pass-through cost.

We give you the underlying vendor invoice for any pass-through cost you ask about.

5. IF YOU DECIDE TO BUY OR SELL

This agreement covers management of the vessel named above. It does not cover buyer-side or seller-side work on a transaction.

If you decide to buy another boat or sell this one, we can help with the technical side under a separate engagement letter, billed hourly at the rates in Section 2. Ask us for it.

6. WE ARE NOT A YACHT BROKER

California licenses yacht and ship brokers through the Division of Boating and Waterways. We are not licensed, and our scope stays outside the activities that require a license.

> We are not a licensed yacht broker. We do not locate or list vessels, solicit listings, present or negotiate offers, advise on price or terms, prepare purchase agreements, or handle deposits or funds. Retain a licensed broker or marine attorney for the transaction itself.

We never take custody of deposits, purchase funds, or sale proceeds.

7. INSURANCE, INDEMNITY, AND LIABILITY

Coverage figures below are placeholders until our carrier confirms them. The rest of this section is drafted and is meant to be reviewed by counsel before either of us signs.

Our insurance

We carry and keep in force, for the whole term:

- Commercial general liability of at least $[LIMIT] per occurrence.
- [MARINE / SHIP REPAIRER'S LEGAL LIABILITY or similar, per carrier] of at least $[LIMIT].
- [WORKERS COMPENSATION, if we have employees, at statutory limits.]

Carrier _____

Policy type and number _____

Coverage limits _____

Your insurance

You carry and keep in force hull and machinery and protection and indemnity coverage on the vessel, at limits no lower than $[LIMIT]. You name us as an additional insured, and your policy waives subrogation against us. Tell us right away if that coverage lapses or is materially reduced. We can suspend work until it is back in place.

Carrier _____

Policy number _____

Coverage limits _____

Mutual indemnity

Each of us covers the other for what we each cause.

We indemnify you against third party claims, losses, and reasonable defense costs to the extent they arise from our own negligence or willful misconduct in performing this agreement.

You indemnify us against third party claims, losses, and reasonable defense costs to the extent they arise from your own negligence or willful misconduct, from your ownership, use, or operation of the vessel, or from the acts or omissions of vendors, contractors, guests, or crew you engage or permit aboard.

Neither of us owes the other indemnity for the other's own fault. Where both of us are at fault, each of us covers our own share.

Vendors are not our work

We recommend, schedule, and supervise vendors. We do not perform their work and we do not warrant it. Vendors are responsible for their own workmanship, their own materials, and their own insurance. We are responsible for how we select and supervise them, not for a vendor's negligence, defective work, delay, or damage to the vessel.

Limitation of liability

Our total liability to you for any and all claims under this agreement is capped at the greater of the fees you paid us in the [CAP PERIOD, e.g. six] months before the event giving rise to the claim, or $[FLOOR AMOUNT].

Neither of us is liable to the other for lost profits, loss of use, loss of charter or resale value, diminution in value, or any other indirect, incidental, special, or consequential damages.

This cap does not apply to fraud, to willful injury to person or property, to violation of law, or to any liability that cannot be limited under California law. California Civil Code section 1668 makes those exclusions unenforceable, and nothing in this agreement tries to reach them.

Insurance comes first. Any claim covered by either of our policies goes to the carriers before either of us looks to the other.

Care of the vessel

We take reasonable care of the vessel, its keys, and its access credentials while we hold them. We are not a bailee for hire of the vessel and we do not take custody of it. The vessel stays in your possession and under your insurance at all times.

8. TERM AND TERMINATION

This agreement runs month to month. It starts on the effective date and continues until one of us ends it.

Either of us can end it with 30 days written notice. Email counts as written notice.

When it ends:

- You pay for work performed and pass-through costs incurred through the last day.
- The retainer for a partial final month is prorated by day.
- We hand over your records, reports, keys, and access within [HANDOVER WINDOW, e.g. 10 business days].

Your maintenance records and vessel reports belong to you. We keep a copy for our own files unless you tell us not to.

9. GENERAL

Independent contractor

We are an independent contractor. We are not your employee, your partner, or your joint venturer.

Notices

To us: [EMAIL]. To you: [OWNER EMAIL]. Either of us can change an address by telling the other in writing.

Governing law

California law governs this agreement. Venue is [COUNTY] County, California.

Entire agreement

This document, plus any signed addendum, is the whole agreement between us for the services it covers. Changes have to be in writing and signed by both of us.

Assignment and severability

Neither of us can assign this agreement without the other agreeing in writing. If a court strikes one part of it, the rest still stands.

Access

You give us keys, codes, and marina access sufficient to do the work. [Note any restrictions here.]

SIGNATURES

Both of us have read this agreement, including the liability section and the broker exclusion in Section 6.

HERON CUSTOM MARINE

Signature _____

Name and title _____

Date _____

OWNER

Signature _____

Name _____

Date _____