

CROCKER'S BOAT YARD, INC.
15 Ashland Avenue, Manchester-By-The-Sea, MA 01944
Phone: 978-526-1971

BOAT STORAGE AGREEMENT

This Boat Storage Agreement (the "Agreement") is entered into as of the date set forth below (the "Effective Date") by and between Crocker's Boat Yard, Inc., a Massachusetts corporation (the "Marina"), and the boat owner identified below (the "Owner"):

Boat Owner Name:	
Boat Owner Address:	
Contact Phone Number:	
Contact Email Address:	
Boat Name:	Boat Year:
Boat Make:	Boat Length:
Boat Model:	Boat Beam:
Boat Color:	Boat Square Footage:
Registration #:	Combo/key location:
Insurance Company:	Insurance Policy #:

In consideration of the rental of storage space at the Marina and the terms and conditions set forth herein, Marina and Owner hereby agree as follows:

1. **Limit on Use.** This Agreement allows the Owner to store the above-referenced boat (the "Boat") at the above-referenced storage location (the "Storage Location") subject to the terms and conditions of this Agreement. This Agreement permits only the storage of the Boat at the Storage Location. Should Owner desire to store a vessel other than the Boat referenced above, Owner must complete a new agreement with Marina, be bound by the conditions of the new agreement, and pay additional charges arising therefrom.
2. **Term.** Marina is to provide storage for the Boat for one ☐ winter ☐ summer storage season commencing on _____, 20____, and ending on _____, 20____ (the "Term"), unless otherwise terminated or renewed as provided herein.
3. **Deposit.** At the time of signing and delivery of this Agreement to Marina, Owner shall pay a nonrefundable deposit in the amount of \$500 for boats up to 25 feet and \$750 for boats over 25 feet (the "Deposit"). The Deposit shall be credited toward the Owner's Storage Fee, as defined below.
4. **Signed Agreement.** Under no circumstances shall the Boat be accepted, handled, lifted out, or worked on until this signed Agreement and the Deposit are delivered to and accepted by Marina. If Owner does not deliver a signed Agreement and Deposit by October 15, Owner shall be deemed to have waived any need for storage space at the Marina.
5. **Storage Fee.**
 - (a) **Storage with Haul, Power Wash, and Launch.** The storage fee for boats for which the Marina provides haul-out, power washing, and launching services in addition to storage is \$10 per square foot of boat for outside storage and \$20 per square foot of boat for inside storage. The minimum storage fee for outside storage is \$1,200, and the minimum storage fee for inside storage is \$2,400.
 - (b) **Storage Only.** The storage fee for boats for which the Marina provides storage only are as follows:
 - (i) Boats up to 20 feet: \$1,000
 - (ii) Boats 21-30 feet: \$1,500
 - (iii) Boats 31 feet and over: \$2,000
 - (c) Owner shall pay \$ _____ (the "Storage Fee"). The Storage Fee shall be due within thirty (30) days of winterization and storage of the Boat. In the event Owner has not paid the Storage Fee within said thirty (30) days, a late fee of \$50 will be assessed, unless another payment plan is agreed upon, and Owner shall be responsible for all costs, expenses, and attorneys' fees incurred by Marina in the process of collecting Owner's past due account.
6. **Termination.**
 - (a) **Termination by Owner.** Owner may terminate this Agreement on thirty (30) days written notice to Marina.
 - (b) **Termination by Marina with Cause.** The Marina may terminate this Agreement for cause if Owner violates any of the terms and conditions of this Agreement or its incorporated obligations for compliance with Marina

rules and regulations. If Owner violates any of the terms and conditions of this Agreement or its incorporated obligations, Marina may terminate this Agreement upon the lesser of (i) three (3) days actual notice to Owner, or (ii) ten (10) days written notice to Owner posted onboard the Boat, without waiving any rights hereunder. Owner must remove the Boat from the Storage Location prior to the end of the notice period or otherwise be subject to removal of the Boat at Owner's sole expense.

(c) **Termination by Marina without Cause.** Marina retains the right to terminate this Agreement without cause upon thirty (30) days written notice to the Owner. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to Owner, and Owner shall remove the Boat by the termination date so noticed. Nothing in this paragraph 6 shall waive any other right of the Marina under this Agreement, at law, equity or admiralty.

7. **Removal of Property.** Owner shall remove any personal property from the Boat prior to storage. Owner understands and agrees that Marina will not be responsible for any items of personal property left on the Boat. Owner shall remove all propane tanks, portable gas and diesel containers, and any other flammable or hazardous materials from the Boat prior to Storage. Owner may request that Marina remove these items on behalf of Owner.

8. **Survey.** Owner hereby authorizes Marina to thoroughly survey the Boat for fire hazards at the time of hauling or moving to storage. Owner understands that this authorization is formulated, conducted, and enforced solely for the protection of Marina and that any survey will be conducted solely at the discretion of Marina. The promulgation and enforcement of Marina rules and regulations and the conducting of or failure to conduct a survey with respect to other boat owners shall not subject Marina to any duty or liability to Owner in connection with fire or explosion prevention or detection.

9. **Hazardous Waste Materials.** Owner shall never hold, transport or store hazardous waste material on or in the Boat or on Marina premises without Marina's written consent. Owner agrees to save, hold harmless and indemnify Marina at all times for any liability arising out of the use, transportation or storage of hazardous waste material.

10. **Outside Vendors.** No outside labor from other marinas or service contractors will be allowed on Marina property to perform work for Owner unless Owner has obtained prior written consent from Marina. Certificates of Insurance for outside vendors must be given to Marina before any work is done by said outside vendors. Any outside vendor must abide by all rules and regulations set forth by Marina. Owner agrees to indemnify and hold harmless Marina from any personal injury or property damage and any liability, losses, damages, or expenses caused in conjunction with work performed by outside vendors hired by Owner.

11. **Assignment; Sublease.** Owner agrees not to transfer, sublet, assign, or permit the use of the Storage Location by any vessel other than the Boat without the prior written consent of Marina in each instance.

12. **Notification Requirements; Holdover.** Owner shall notify Marina at least thirty (30) days prior to the expiration of the Term whether the Boat shall (i) be removed from storage at the end of the Term, or (ii) remain in storage, in which case this Agreement shall renew pursuant to the terms of Paragraph 13 herein. In the event Owner does not so notify Marina, Owner shall automatically be charged a new Storage Fee (the "**Holdover Fee**") for continued storage until the Holdover Fee is paid and the Boat is removed from storage. Owner shall be charged a Holdover Fee at the beginning of every storage season the Boat remains in storage. Should Owner fail to pay any applicable Holdover Fees and remove the Boat from storage, Marina reserves the right to pursue all legal remedies available to Marina, including, but not limited to, imposing a lien on the Boat and enforcing said lien through civil action and acquiring title to the Boat if the Boat has been abandoned.

13. **Renewal.** If Owner notifies Marina of Owner's desire to continue storing the Boat with Marina at the end of the Term, this Agreement shall renew for the next storage season, and Owner shall be bound by the same terms and conditions of this Agreement. The storage fee for the next storage season shall be the Storage Fee as defined herein.

14. **Rules and Regulations.** Owner agrees to be bound by the Marina storage rules and regulations (the "**Rules and Regulations**") which shall be signed by Owner at the time of execution of this Agreement and which are attached hereto and incorporated herein. The Rules and Regulations may be amended from time to time at the sole discretion of Marina. It shall be the responsibility of Owner to abide by these Rules and Regulations and to keep apprised of the most current version of such Rules and Regulations. In the event of any conflict between the Rules and Regulations and this Agreement, this Agreement shall control.

15. **Indemnification.** To the fullest extent permitted by applicable law, Owner expressly undertakes and agrees to release, indemnify, defend, and hold harmless the Marina, its stockholders, directors, officers, agents and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, damages, losses, liabilities, causes of action, costs, and expenses (including reasonable attorneys' fees), arising out of or in connection with the storage, maintenance, use, or operation of Owner's Boat or other equipment while on Marina's premises, or any act, omission, negligence, or fault of Owner, Owner's agents, family members, guests, invitees or licensees, or personal injury, including death, or property damage occurring on or around Marina's premises related in any way to Owner's use of the premises or

storage services.

16. **Assumption of Risk.** Owner expressly acknowledges by execution of this Agreement that Owner is aware that storing the Boat involves certain inherent risks, including but not limited to weather-related damage, theft, vandalism, fire, and other hazards, and assumes full responsibility for any and all such risks. Marina makes no guarantees or warranties, express or implied, as to the security or condition of the storage premises or any services or equipment provided. Owner agrees that Marina shall not be responsible for any damage or loss to Owner's Boat, boat trailer, tools, accessories, cradle, stands, or other personal belongings except if caused by the gross negligence or intentional misconduct of Marina or its agents or employees. Owner assumes responsibility for any such damage or loss whether by theft, fire or the elements or by act by any person over whom the Marina has no control.

17. **Insurance.** Owner understands that Marina does not carry insurance on the Boat and hereby agrees that Owner shall fully insure the Boat and Owner's property in and on the Boat. Owner shall provide proof of said insurance to Marina promptly upon request. Owner agrees to maintain liability insurance coverage in an amount of no less than \$300,000 for the Term of this Agreement. Owner shall furnish a Certificate of Insurance to Marina, which shall name Marina as an additional insured.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended except in writing signed by both parties hereto.

19. **Choice of Law and Forum.** Any dispute arising hereunder shall be governed by the laws of the Commonwealth of Massachusetts as supplemented by Federal Admiralty law, and any action to enforce this Agreement must be brought exclusively in the courts of Essex County, Massachusetts.

20. **Waiver.** The failure of Marina to enforce any provisions of this Agreement will not constitute a waiver of its rights with respect to other breaches or violations of this Agreement.

21. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

22. **Binding Nature.** This Agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date set forth below.

OWNER: _____ **Date:** _____

MARINA: _____ **Date:** _____

(It is agreed by all parties that faxed or electronically scanned signatures are accepted.)