



STORAGE AGREEMENT

Please Complete ALL information

21 Mitchell Rd. Ipswich, MA 01938
(978) 356-3334
www.CurtisMarineService.com

Storage Year:	Storage Code:
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Name: _____ Email: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Boat Make: _____ Model: _____ Length: _____

Beam: _____ Boat Name: _____ Year: _____

Engine: _____ Model: _____ Horsepower: _____ Year: _____

Trailer: _____ Model / Year: _____

- This storage rental agreement is for the period agreed to in the below checked boxes, inclusive and renewable to additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all fees and services. Should your boat/trailer remain at CMS past the expiration date of this contract, a daily storage rates/fee of \$25.00 per day will be applied to your Invoice.**

ONLY ITEMS MARKED WITH A "**CHECK**" BELOW APPLY TO THIS AGREEMENT

- | | |
|--|--|
| <input type="checkbox"/> Boat Storage | <input type="checkbox"/> Summer Season / May 15 th – September 15 th _____ |
| <input type="checkbox"/> Trailer Storage | <input type="checkbox"/> Winter Season / September 15 th – May 15 th _____ |

$$\begin{array}{ccccccc}
 \$ & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & = & \$ & \underline{\hspace{2cm}} \\
 \text{RATE} & & & \text{PER FOOT} & & & \text{TOTAL}
 \end{array}$$

Interest at the rate of 1.5% per month (Annual Percentage Rate 18%) will be added to all past due accounts. An account is past due 10 days following due date.

Special Terms and Conditions:

Owner(s) Insurance Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Agent: _____

Tenant(s) certify that the printed matter on both front and back of this agreement has been read and the terms and conditions set forth herein are fully understood. Tenant(s) further certify that they have examined the space in which the boat is to be placed and find it suitable and acceptable.

Signature: _____ Date: _____

CONTINUED →

TERMS OF AGREEMENT

2. The space is to be used at the sole risk of the owner. Curtis Marine Service (CMS) shall not be liable for the care or protection of the boat including gear, equipment, and contents including stands and staging and/or trailer upon which the boat is staged, for any loss or damage whatever kind or matter to the boat, contents, gear or equipment. In the event of a severe storm the Owner agrees to follow instructions from CMS. If the owner is unable, cannot be contacted, or refuses to do so, these tasks may be performed by CMS and the owner agrees to pay any related fees.

In case of emergency:

3. **NO WORK TO BE PERFORMED ON THE VESSEL BY ANY OUTSIDE CONTRACTOR, WHETHER AN INDIVIDUAL, LLC, OR CORPORATION, WITHOUT WRITTEN PERMISSION FROM CURTIS MARINE SERVICE.**

4. Oils, spirits, inflammables, and oily bilges may not be discharged onto the yard land. Absolutely no fueling of any kind is allowed.

5. Noises shall be kept to a minimum at all times.

6. No insurance is carried by Curtis Marine Service on Owner's boats or other property. Hauling and storage thereof is accepted at the sole risk of the Owner, and the Owner hereby releases Curtis Marine Service from any and all claims for loss or damage however caused. The Owner agrees and warrants that the boat will not be left for storage in a condition to be a fire hazard and further agrees to carry adequate and appropriate insurance coverage during the period of this Agreement. * Owner agrees to provide Curtis Marine Service a copy of their current boat insurance policy or certificate showing both Hull & Liability coverage.

7. The Owner or anyone in privy with the Owner agrees to indemnify and hold harmless Curtis Marine Service (CMS) for any personal injury or death suffered or any consequential damages resulting from any such personal injury for any guest, family member, mechanic or other agent of the Owner. The Owner agrees to pay any and all costs associated with such claims, including, but not limited to, any damage, judgment, interest, or attorney fees. The Owner agrees to promptly notify CMS of any injury or other occurrences, which could result in a claim against Curtis Marine Service. The Owner agrees and covenants that he/ she will defend, indemnify and save CMS harmless from any and all such claims.

8. In the event that any amount due hereunder shall remain unpaid for a period of thirty (30) days, Curtis Marine Service (CMS) shall be entitled to pursue all remedies available to it including enforcement of the lien granted by M.G.L. Chapter 255, Sections 14 and 14A. If CMS shall employ an attorney to collect any balance due hereunder, including any actions upon liens against the boat, reasonable attorneys' fees shall be paid by the Owner as part of CMS in addition to any other balances due for principle and service charges.

9. The Owner shall not remove the boat from Curtis Marine Service (CMS) boatyard until all sums due to CMS are paid in full.

10. The provisions of this Agreement shall be binding upon Curtis Marine Service, the Owner and their successors, heirs or assigns.

11. This Agreement is a Massachusetts contract and shall be governed and enforced under the laws of the Commonwealth of Massachusetts.

12. This Agreement shall be executed in two or more counterparts, each of which shall constitute an original without necessity to account for the others.

13. The breach of any term or condition hereunder or any rule or regulation of Curtis Marine Service (CMS) shall constitute a default and entitle CMS to demand the immediate removal of the boat. If the Owner does not cause the boat to be removed within five (5) business days of demand, CMS shall be entitled to remove the boat to another location at the Owner's expense. CMS shall be entitled to retain all payments received in advance from the Owner in full and shall be entitled to any other remedies available to CMS as liquidated damages. The Owner shall be liable for all reasonable attorneys' fees incurred by CMS as part of Curtis Marine Service damages.

14. Curtis Marine Service reserves the right to move any and all boats to any other area within the boatyard without notice. Tongue locks are not to be used.

15. **Abandonment Clause.** Curtis Marine Service (CMS) is to have no responsibility to provide space for, maintain, or obligation of any kind toward this Vessel on any date after the rental period has expired. It is entirely the Owner's obligation to see that this vessel is removed from CMS premises on or before the expiration of the rental period. In such case as the vessel is still on CMS property after expiration of the rental period, the owner will be contacted by mail at his address given on this contract. The Owner will have fifteen (15) days from the date of mailing to remove the vessel and it is agreed that the vessel may thereafter be disposed of in any further way that CMS sees fit. The cost of such disposal will be billed to the Owner and must immediately be paid. All values in salvage or sale of the vessel or any of its parts shall become the property of CMS. The Owner further waives any requirement of statute law, or rule of court, that prior notice be given as condition of arrest of the vessel pursuant to any in rem action which CMS brings and stipulates and agrees that CMS shall be entitled to be appointed custodian of the vessel and to keep the vessel for such purposes at its own facilities in the Commonwealth of Massachusetts, subject to the usual and customary expenses for similar services pending a final determination of such litigation. Owner is responsible for all reasonable attorneys' fees incurred by CMS due to Abandonment.

16. Curtis Marine Service shall have no obligation, financially or otherwise, to reimburse fees to the Owner if Owner removes vessel or otherwise wishes to discontinue membership after the date of this contract's commencement, for reasons including, but not limited to, sale of Owner's vessel, financial hardship, personal issues, etc.

17. It is agreed between both parties that the Owner shall not assign, transfer or permit the use of assigned space to any other party.

18. The use of Curtis Marine Services electrical outlets for the operation of power tools battery chargers, etc. is prohibited without written consent from CMS.

19. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.

20. Curtis Marine Service will not be responsible for delays in hauling, launching, winter layup or commissioning's, occasioned by inclement weather or any other circumstances beyond its control.

21. The Owner may work on his/her own boat if such work does not interfere with his rights, privileges and safety of other persons or property.

22. All bottom cleaning, painting, and shrink-wrapping of boats must be done by Curtis Marine Service. The use of tarps to cover boats is prohibited.

23. No storage of any kind (i.e. ladders, paint, oils, gas, equipment etc.) allowed under the boats while on the premise. An hourly clean up and disposal fee will be charged.

24. Curtis Marine Service shall not be liable for any damage to boats, trailers, motors, batteries, or articles left therein in case of any strike, riot, theft, rodent, fire, or act of God, which includes all elements.

25. Curtis Marine Service shall not be responsible for any gasoline left in the boat nor for any damage due to freezing of machinery or equipment not authorized by the owner to be winterized by Curtis Marine Service.

26. No "For Sale" signs allowed on any boat while in yard without written approval from Curtis Marine Service.

27. No one allowed on premise after hours NO EXCEPTIONS.

28. All batteries must be disconnected and removed from boat. Shore power and extension cords must be disconnected from boat when not occupied.

29. Curtis Marine Service (CMS) operates under environmental regulations, outlined in **ATTACHMENT A**, which preclude Owners from performing work on their boat which may cause any spill or environmental impact occur due to negligence on the part of Owner, his agents, employees, invitees, bailees and guests, Owner will be subject to fines and assessments to include, but not limited to, costs incurred by CMS, attorney fees or other assessments with regard to an environmental violation.

I have read the above Storage Agreement and I understand and agree to terms and conditions set forth on the page(s) I have received.

Accepted: _____ Date: _____
Name

* Please submit a copy of your boat's insurance binder with your signed contract for our files. An updated copy is required at each renewal period.