



Waterfront Storage, LLC Boat & R.V. Storage Contract

1204 W. Western • Muskegon, MI 49441
231-726-2957 ext. 231 • fax: 231-728-9470
www.waterfrontstorage.com

Owner's Name: _____ Boat or R.V. Make: _____
 Address: _____ Model: _____ Length: _____ Beam: _____ Yr: _____
 _____ Hull No. _____ MC/LP: _____
 Email: _____
 Home Phone: _____ Engine Make _____ O/B I/O I/B JET
 Work Phone: _____ Fax: _____ H.P. _____ Single Twin
 Memo: _____

This contract is effective on the date listed below provided it has been signed and accepted by Waterfront Storage, LLC (the "Company"), and terminates Memorial Day, _____ or when the boat or R.V. is removed from storage, whichever is earlier. Waterfront Storage, LLC reserves the right to remove the Boat or R.V. at its discretion after June 1st in accordance with the provisions hereof. If the Boat remains on the premises after June 1, the undersigned Boat owner ("Owner") agrees to pay a weekly holdover charge of 1/26th of the winter storage fee, and this contract is extended throughout the subsequent storage period(s).

THE PARTIES AGREE TO THE TERMS LISTED IN THIS DOCUMENT, AS EVIDENCED BY THEIR SIGNATURES BELOW.

<p>Payment Method date _____ amount \$ _____</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> Check # _____</p> <p><input type="checkbox"/> MC <input type="checkbox"/> AmEx <input type="checkbox"/> Visa <input type="checkbox"/> Disc</p> <p>3 digit card verification number on the back of credit card (last 3 numbers): _____ Exp. Date _____</p> <p>Card No: _____</p> <p>Name _____</p> <p><input type="checkbox"/> I authorize Waterfront Storage, LLC to automatically charge recurring payments at the first of every month for three months to my credit card account named above.</p> <p>Signature _____</p> <p>Title _____</p>
--

Winter Season Base Charge Calculation:

Length _____ X Width _____ X \$ _____ = \$ _____

_____ Jackstands X \$ _____ = \$ _____

Service _____ = \$ _____

Total = \$ _____

Deposit Rec'd = \$ _____

PAYMENT BALANCE = \$ _____

SIGNATURES:

Waterfront Storage, LLC	Date	Boat or R.V. Owner Signature	Date
By: _____		Boat or R.V. Owner Printed Name	
Its: _____			

1. LANDLORD reserves the right to assign storage space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign storage space desired by TENANT.
 2. LANDLORD reserves the right to lease or refuse to lease to any person for any good or pertinent reason.
 3. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of LANDLORD.
 4. TENANT agrees that only reasonable and customary use will be made of the storage facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the premises, and that TENANT will keep premises covered hereby free and clear of waste, debris, and all other obstructions.
 5. Any infraction of the rules and regulations contained herein or as posted in the office by LANDLORD shall, at the option of LANDLORD, cancel this lease agreement upon ten (10) days notice, and TENANT shall remove his boat / R.V. from the premises.
 6. The use of LANDLORD'S electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., are prohibited except by express written permission of LANDLORD. In any event, LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
 7. The use of torches or open flame, flammable or toxic removers, or any other hazardous equipment is prohibited.
 8. LANDLORD shall not be responsible for delays in hauling, launching, or winter lay up, occasioned by inclement weather or any other circumstances beyond its control.
 9. A TENANT may not work on his own boat or R.V., or permit any other person(s) to do so, in or on the premises of LANDLORD without the prior express written consent of Landlord, and, in the event such permission is given, TENANT'S work shall not interfere with the rights, privileges and safety of other persons or property. LANDLORD reserves the right to require any outside mechanic, craftsman or any other persons LANDLORD permits to work on TENANT'S boat or R.V. while in or on the premises of LANDLORD to first provide LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other Tenants. Failure to meet these requirements will result in TENANT being required to remove TENANTS boat or R.V. from the premises of LANDLORD for repairs.
 10. Deposits on space is due and payable in advance.
 11. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials (if any) have been paid in full.
 12. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW.
 13. In the event TENANT fails to remove his boat / R.V. and property from the space rented to TENANT at the termination of the space rental term as defined in Paragraph one (1) of this agreement, LANDLORD may at its sole option; (1) charge to TENANT'S account rent daily on a pro rate basis for each day the space is occupied; (2) avail itself of the remedies provided for in Paragraph fifteen (15); and (3) avail itself of any other remedy available to LANDLORD under the law.
 14. If TENANT becomes delinquent in rental payments, LANDLORD shall have the right to take over the property of TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of TENANT may then be rented to another tenant at the discretion of LANDLORD.
 15. INSURANCE: TENANT AGREES that he will keep the boat / R.V. fully insured with complete marine / auto insurance, including hull coverage and indemnity and/or liability insurance..
- LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of the use of storage facilities. TENANT RELEASES AND DISCHARGES LANDLORD from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of LANDLORD, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident or any other Act of God, whether said boat or R.V. is being parked or hauled by an Agent of LANDLORD or not.
16. Operation of the boat shall be restricted to the PARTIES SIGNATORY TO THIS AGREEMENT, unless otherwise specified IN WRITING herein or by said signatory.
 17. TENANT shall provide LANDLORD with a set of main door or hatch and ignition keys. Except for removal, launching or relocation of Tenant's boat pursuant to the terms of this agreement, the boat will be entered by LANDLORD only for periodic inspection or for emergency service.
 18. IN CASE OF EMERGENCY, as determined by LANDLORD, LANDLORD shall be authorized to move the subject boat or R.V., if possible and practical, to a safer area to protect the boat or R.V., property or general welfare if boat or R.V. is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in office. TENANT agrees to indemnify LANDLORD and hold LANDLORD harmless from any and all liability, loss or damage caused by or to the subject boat or R.V. which may arise out of failure of TENANT to move the boat or R.V., the inability of LANDLORD to reach TENANT, or by the movement of the boat or R.V. by LANDLORD. In general, TENANT shall be solely responsible for any emergency measures.
 19. DRY STORAGE SURVEY AND INSPECTION: TENANT authorizes LANDLORD to thoroughly survey the boat or R.V. for fire hazards at hauling or prior to moving to dry storage. TENANT understands that this regulation is formulated, enforced and conducted solely for the protection of TENANT. The promulgation and enforcement of these rules and regulations, the conducting of the survey, the failure to require or fully perform a survey with respect to other TENANT(S) will not subject LANDLORD to any duty or liability to TENANT with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of LANDLORD.
 20. DRY STORAGE PROTECTIVE COVERING: TENANT assumes full responsibility for providing adequate covering to protect the boat or R.V. from any and all perils while the boat or R.V. is on or in the premises of LANDLORD.
 21. REMOVAL OF PERSONAL PROPERTY: TENANT should remove any personal property the boat or R.V. prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OR PERSONAL PROPERTY LEFT IN TENANT'S BOAT.
 22. Tenant agrees that all charges for space rental, repairs, or any other services or materials accruing under this agreement shall give LANDLORD a valid lien upon TENANT'S boat and/or motor or R.V. and that no boat shall be removed from the LANDLORD'S premises until all charges are fully paid.
 23. This agreement is performable and venue shall be in the State and County of LANDLORD.
 24. All notices given under this agreement shall be to the addresses for the parties set forth.
 25. ENTIRE AGREEMENT: This agreement contains the entire understanding between TENANT and LANDLORD and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. LANDLORD and TENANT agree that if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.
 26. Tenant certifies that he has read and understands the terms and provisions set forth both on the front and back of this agreement. Tenant further certifies that he has examined the premises upon which TENANT'S boat or R.V. shall be stored, and finds it suitable and acceptable.

INL: _____