

Boat Storage Contract Begins -

This agreement for winter/summer storage of a BOAT between Berlin Boat Storage and the BOAT's Owner/Authorized Agent ("Owner") is not a bailment and is subject to the Boat Storage Terms and Conditions printed below, which the OWNER has carefully read and acknowledges.

Owner of Boat or Authorized Agent

Full Name		Home #		Work #		
Mailing to		Cell #				
City	State	Zip	Email			
Boat Information						
Make	HIN #		Name			
Lic. #	Color		Model	Length	Yr	

Boat Storage Terms and Conditions

Storage charges do not include any hauling, covering, winterizing or any other prep for storage or for use of your boat, motor or trailer.

Winter storage begins October 15th and ends June 1st. Summer storage begins June 2nd and ends Oct. 14th.

The extent of boat repairs and maintenance permitted at the storage site is at the discretion of Berlin Boat Storage. No outside contractor or service organization or individuals will be permitted to undertake any work on boats in storage or on the Berlin Boat Storage property without the approval of Berlin Boat Storage.

<u>Owner shall prepare the boat for storage, including</u>: 1. Remove all toys, tubes, rafts, noodles, etc. 2. Collapse Bimini top and place cover on Bimini. 3. Remove all food, Suntan lotion, or anything which has a scent to help avoid Pest/Rodent issues. 4. Remove anything which may freeze/overheat. 5. Secure all items remaining on the boat including boat fenders, life vests, etc.

Berlin Boat Storage, it's agents and employees, shall not be liable for the care or protection of the boat including gear, equipment and contents or any loss or damage or whatever kind or matter to the boat, contents, gear and equipment. Owner indemnifies and holds Berlin Boat Storage, it's agents and employees harmless against any loss, cost, personal injury or claim arising out of any use of the Farm or storage facilities or any handling of boats in connection therewith, or from theft, storm, vandalism or any other cause of damage, loss or personal injury, whether or not such loss, cost, suit, personal injury is based upon the sole negligence of Berlin Boat Storage, it's agents and/or employees.

Owner agrees that any unpaid amounts due Berlin Boat Storage constitute a maritime lien on the boat in favor of Berlin Boat Storage. While Berlin Boat Storage is entitled to foreclose its lien in an *in rem* lawsuit against the boat and to prosecute an *in person am* lawsuit against the owner for unpaid amounts due, if owner does not pay all unpaid amounts due and remove the boat after written demand to do so, owner agrees that Berlin Boat Storage in addition may at its option sell the boat non-judicially to recover unpaid amounts due and take such other steps as Berlin Boat Storage deems appropriate to remove the boat from Berlin Boat Storage premises including disposal of the boat. Owner agrees to pay Berlin Boat Storage attorney' fees and costs incurred in enforcing provisions of this paragraph.

This contract will be automatically renewed at the end of the initial term for the same period as the initial term unless either party provides notice of termination at least thirty (30) days prior to the end of the initial term or the renewal term.

INCOMPLETE AND UNSIGNED CONTRATS WILL NOT BE ACCEPTED BY BERLIN BOAT STORAGE. BOATS WILL NOT BE RELEASED FROM STORAGE UNLESS ALL ACCOUNTS ARE CURRENT. Overdue accounts are subject to finance charges at an annual percentage rate of 18%. OWNER has read this Boat Storage Contract and the Boat Storage Terms and Conditions above and agrees to them.