

# BOAT STORAGE AGREEMENT

This Boat Storage Agreement ("Agreement") is made and entered into on \_\_\_\_\_ [Date], by and between **Tahoe Boat Repair and Storage**, with a principal office at **8 Stokes Dr, Mound House, Nv 89706** ("Company"), and \_\_\_\_\_ [Customer Name], residing at \_\_\_\_\_ [Customer Address], phone \_\_\_\_\_, email \_\_\_\_\_ ("Customer"). Company and Customer are collectively referred to as the "Parties."

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## 1. Vessel Information

Customer represents and warrants that they are the lawful owner of the following vessel ("Vessel"):

Make/Model: \_\_\_\_\_

Year: \_\_\_\_\_

CF/Registration #: \_\_\_\_\_

Length/Beam: \_\_\_\_\_

Trailer VIN #: \_\_\_\_\_ (if applicable)

Customer affirms that the Vessel is in seaworthy condition, free of hazardous materials, and compliant with all applicable laws.

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## 2. Storage Term and Location

Company agrees to provide storage space for the Vessel at **8 Stokes Dr, Mound House, NV 89706** ("Facility") for the term beginning \_\_\_\_\_ [Start Date] and ending \_\_\_\_\_ [End Date] ("Storage Term"). Storage may be indoor or outdoor as designated at the time of signing.

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### 3. Monthly Fees and Payments

3.1 Storage Option (check one):

- Annual:            Indoor: \_\_\_\_ Outdoor: \_\_\_\_
- Seasonal:        Indoor: \_\_\_\_ Outdoor: \_\_\_\_
- Monthly\*:        Indoor: \_\_\_\_ Outdoor: \_\_\_\_

**Standard Rate.** Customer shall pay Company storage fees in the amount of \$\_\_\_\_\_ per [foot per month] OR [month]), payable in advance on the first of each calendar month. If applicable, Customer's payment for the first month will be prorated..

**3.2 Introductory Discount.** If applicable, Customer shall receive a discounted rate of \$\_\_\_\_\_ per [foot per month] OR [month] \_ for the first \_\_\_\_\_ months, commencing on \_\_\_\_\_. Thereafter, the Standard Rate shall apply automatically.

**3.3 Late Charges.** Any payment not received within seven days of the due date shall accrue a late fee of 10% or the maximum amount permitted by law.

**3.4 Deposit.** A refundable security deposit of \$\_\_\_\_\_ shall be held against damages, unpaid fees, or violations of this Agreement.

\*Monthly Storage requires thirty (30) days written notice to cancel

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### 4. Additional Services (Optional)

Company may provide additional services, including winterization, shrink wrapping, cleaning/detailing, and repairs ("Additional Services"), at Customer's request and at Company's prevailing rates.

Selected Add-Ons:

- ☐ Winterization – \$\_\_\_\_\_
- ☐ Shrink Wrapping – \$\_\_\_\_25 per foot\_\_\_\_\_
- ☐ Cleaning/Detailing – \$\_\_\_\_\_
- ☐ Repairs at \$\_\_175\_\_ /hour plus materials
- ☐ Other: \_\_\_\_\_

### 5. Initial Payment Due

Total due upon execution of this Agreement: \_\_\_\_\_

- First month:            \_\_\_\_\_
- Deposit:                \_\_\_\_\_
- Additional Services:   \_\_\_\_\_

## 6. Insurance Requirements

Customer shall, at all times during the Storage Term, maintain full hull coverage and liability insurance with minimum limits of \$500,000 per occurrence. The policy shall name as additional insureds:

Tahoe Boat Repair and Storage LLC

\_\_\_\_\_  
\_\_\_\_\_  
[Other Additional Insureds]

Customer shall provide Company with a valid Certificate of Insurance (COI) at contract signing, and updated COIs upon renewal.

## 7 Customer Responsibilities

Customer agrees to:

- Keep the Vessel registered and insured at all times. Initial: \_\_\_\_\_
- Remove all personal items, valuables, flammables, perishables, and hazardous substances prior to storage. Initial: \_\_\_\_\_
- Ensure the Vessel is in seaworthy and roadworthy condition upon delivery. Initial: \_\_\_\_\_
- Indemnify, defend, and hold harmless Company, its owners, officers, and employees from any claims, damages, or liabilities arising from the Vessel, Customer's actions or omissions, or Customer's breach of this Agreement. Initial: \_\_\_\_\_

## 8. Company Responsibilities

Company shall provide designated storage space and exercise commercially reasonable care in maintaining the facility. Company does not act as insurer and makes no guarantee against loss or damage.

## **9. Access by Customer:**

At least 24 hour notice is required for (i) general access to the Vessel or (ii) in-and-out access, which is subject to the fee for each instance as set forth above. Any access will be during Company's business hours, subject to availability, however access will not be unreasonably denied. All items moved by the Lessee are the responsibility of the Lessee. Company will move and/or park your vessel on the premises. No work may be done on the Vessel by Customer at any time while the Vessel is stored at the Facility.

## **10. Access by Company:**

Upon the request of Company, Customer shall provide access to Company to enter the Vessel for the purpose of inspection to insure compliance with the provisions of this Agreement. In the case of emergency, Company shall be permitted to enter the item without the consent of Customer. For the purposes of this Section, the term "emergency" shall mean any sudden, unexpected occurrence or circumstance which, in the reasonably exercised judgment of Company requires immediate action.

## **11. Storage**

This Agreement is for the storage of the above named Vessel. Vessel will be stored on Facility Premises by Company. It is suggested that items be winterized before storage, or to purchase an add-on for winterization. Company will not be held responsible for any unforeseen event beyond the reasonable control of Company. All vehicles must be in running condition and tags must remain current. If not, it will be towed at Customer's expense. Customer is responsible for all fees related to clean up of any engine oil, gasoline or hydraulic fluids residue left on storage facility floor or walls.

## **12. Hazardous Materials**

No material may be stored in the Facility that may be hazardous to the Facility or anything contained therein. This prohibition shall specifically prohibit explosives, combustible materials, chemical, odorous or other inherently dangerous materials, unless such materials are contained in a container specifically designed for such use and of a type approved by the appropriate governmental entity. All propane tanks must be turned off prior to storage.

## **13. Limitation of Liability**

Company shall not be responsible for any damage, theft, vandalism, loss, or destruction of the Vessel, its contents, or equipment, except to the extent caused by Company's gross negligence or willful misconduct. Customer acknowledges that risks of fire, theft, weather, acts of God, falling trees, snow, wind, or actions of third parties are assumed by Customer. In no event shall

Company be liable for any loss of profit, indirect, incidental, special, punitive, or consequential damages arising out of or relating to this Agreement. Except to the extent limited by applicable law, in no event shall Company's total liability under this Agreement exceed the fees paid by Customer to Company.

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## **14. Lien and Abandonment**

**14.1 Lien Rights.** In the event of unpaid charges, Company shall have a possessory lien on the Vessel, trailer, and accessories under applicable state law. Company may deny release of the Vessel until all outstanding balances, late fees, and costs are paid in full.

**14.2 Default.** If fees remain unpaid for more than fourteen (14) days, after providing proper notice under applicable law, Company may, at its discretion, (i) remove the Vessel at Customer's expense, (ii) sell the Vessel pursuant to lien-sale procedures, or (iii) take other actions permitted under Nevada law.

**14.3 Abandonment.** A Vessel left unclaimed for more than thirty (30) days after notice from Company following expiration or termination of this Agreement shall be deemed abandoned, and Company may dispose of it in accordance with applicable law, with all proceeds applied toward outstanding balances.

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## **15. Termination**

Company may terminate this Agreement with fourteen (14) days written notice for nonpayment or breach of this Agreement by Customer; Company may terminate this Agreement immediately for any breach that cannot be reasonably cured or any unsafe conditions.

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## **16. Governing Law and Arbitration**

The parties agree that any and all disputes, controversies, claims, or disagreements of any kind whatsoever, including, without limitation, those related to this Agreement, the Vessel, claims of personal injury, property damage, or claims relating to the interpretation, scope, validity, or enforceability of this Arbitration Section (collectively, "Disputes"), shall be resolved exclusively by binding arbitration. The arbitration shall be administered by JAMS (Judicial Arbitration and Mediation Services) or, if JAMS is unavailable, the American Arbitration Association (AAA), in accordance with the then-current Streamlined Arbitration Rules and Procedures, or applicable consumer rules, as appropriate. The arbitration shall take place in Placer County, California, unless the parties mutually agree otherwise in writing. The arbitration shall be conducted before a single, neutral arbitrator. The Federal Arbitration Act shall govern the interpretation and

enforcement of this Arbitration Section. The arbitrator shall apply the substantive laws of the State of Nevada, without regard to its conflict of laws principles. The parties hereby waive any right to resolve any Dispute in any court, including the right to a jury trial. Furthermore, the parties agree that the arbitration will be conducted on an individual basis only. The parties agree that there will be no right or authority for any Dispute to be brought, heard, or arbitrated as a class action, a private attorney general action, or in a representative capacity. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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## **17. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties, supersedes all prior understandings, and may only be modified in writing signed by both Parties. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

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## **18. Signatures**

By signing below, Customer acknowledges receipt of a copy of this Agreement, confirms delivery of the required Certificate of Insurance, and agrees to abide by all terms herein.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_