



DRY STORAGE AGREEMENT

LAKE UNION DRY STACK operated by SEATTLE BOAT CO.

Date of Agreement: _____

Commencement Date: _____

Termination Date: May 31st, 2011

**All requested information is required:*

LAST NAME (please print)

FIRST NAME

Address

City

State

Zip Code

Home Telephone

Work Telephone

Mobile

E-MAIL ADDRESS

Boat Rate: _____

Trailer Rate (if appl.): _____

Total Lease Amount: _____

Boat Make: _____

Trailer Make: _____

Boat Model: _____

Trailer Model: _____

H.I.N. #: _____

Trailer Color: _____

Boat Registration: WN _____

License Plate: _____

Boat Year: _____

Trailer Serial #: _____

Boat Color: _____

SLIP #: _____

TRAILER LOCATION: _____



DRY STORAGE AGREEMENT

LAKE UNION DRY STACK operated by SEATTLE BOAT CO.

This Lease Agreement is made as of _____ (date of agreement) between SEATTLE BOAT CO. (hereinafter called "SBC") and _____ (hereinafter called "TENANT").

WITNESETH:

1. SBC does hereby rent and lease to TENANT the dry storage space indicated above at SBC's place of business at Seattle, King County, Washington commonly known as "Lake Union Dry Stack operated by Seattle Boat Co." for a term of ONE YEAR (twelve consecutive months) or commencing and ending at the time and date shown on page one.
2. TENANT shall pay to SBC monthly, in advance, during the term of this agreement, the total rental amount of _____. If any amount due SBC is not paid within 30 days following the due date, SBC shall increase the amount due by 10%. SBC is authorized to cancel forthwith this lease agreement, to either secure the boat in said storage space or to remove the boat from said storage space, placing it at any other location it chooses, and to hold it as security for payment in full of all accounts due to SBC including the balance of rental up to the end of the month in which the lease is terminated, all regular charges incurred for the removal of the boat from the boat storage space and any legal fees incurred. When the amount due SBC is approximately equal to the value of the boat, SBC may initiate proceedings to sell the boat and retain amounts due SBC plus 10% commission on the boat sales price out of the net proceeds of the boat.
3. All storage agreements that are initiated after the first day of the month will be prorated on the number of days storage for that month. Any storage agreement terminated after the first day of the month will be responsible for the total month's storage fee, with no prorating.
4. No boat storage space may be subleased without the prior written consent of SBC. Assigned boat storage shall be used solely for the storage of the boat described above.
5. TENANTS shall keep their boat in a safe and seaworthy condition while within SBC.

6. TENANTS shall not operate or permit the operation of their boat within the marina area in excess of the established speed limit or violate other safety rules established by SBC or the City of Seattle, U.S. Coast Guard or State of Washington.
7. SBC shall not be liable for any personal injury sustained by any TENANT, his family, guests, visitors or agents while upon any of SBC premises, including docks, piers and walkways, it being expressly agreed by the TENANT that he accepts as his own those risks and hazards related to marina area property or activities.
8. Disorderly or indecorous conduct by the TENANT, or their family, guests or visitors which, as determined by and in the sole discretion of SBC, may result in injury to any person, cause damage to the property of SBC, it's customers, employees or other TENANTS, or through the actions of the aforementioned parties, harm the reputation of SBC shall be cause for immediate cancellation of this lease agreement.
9. It is mutually agreed that when SBC accepts a boat for storage, that SBC shall not be held liable in any manner for the safekeeping or the condition of the boat, that SBC is not responsible therefore as warehouseman and that the relation of the parties hereto shall be that of landlord and TENANT and that SBC shall in no way be responsible to TENANT for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to TENANT'S boat and/or personal items attached to or stored in TENANT'S boat. It is expressly agreed to by the TENANT that he, in his sole discretion, may and does decide that the presence of his person or property at the marina is evidence of his assuming the risk of any and all such losses.
10. If the TENANT remains in possession after expiration of the term hereof with SBC's consent and without any written agreement of both parties, TENANT shall be a TENANT at will; and there shall be no renewal of the lease agreement by operation of law.
11. Should this lease agreement be canceled for any reason, SBC shall have the right of removing TENANT'S boat from any storage space. Said removal shall be at the expense of the TENANT. During any said removal, SBC shall not be liable to the TENANT for any damages to said boat or personal property attached thereto or stored in the boat.
12. SBC is hereby requested and authorized, but not obligated, to take such steps as may be deemed advisable in the interest of the TENANT in moving their boat from the above specified storage space if SBC deems it desirable under emergency or other unusual conditions to take such action either to protect or prevent damage to the boat or other surrounding craft or property. It is expressly understood that SBC shall not be responsible for any damage occurring as a result of this gratuitous action.
13. This lease agreement will terminate on its "Termination Date" as provided above unless otherwise terminated as provided herein or by the mutual acknowledgment of SBC and TENANT.
14. TENANT must give a 30-day written notice to SBC before taking boat out of storage.

15. TENANT is required to supply ropes and 4 fenders so that the boat will not be damaged when it is taken out of storage and docked, awaiting pick-up or retrieval. TENANT must display all 4 fenders if the boat is left at the dock after hours. TENANT is required to install cover over boat upon returning to storage. All boats must be covered while in rack storage location.

16. TENANT agrees to maintain insurance on his boat and all related property and names SBC as Additional Insured.

17. TENANT agrees to pay monthly lease cost by automatic charges to Visa, MasterCard or American Express on the first day of each month in advance.

18. TENANT agrees that the Lake Union Dry Stack operated by Seattle Boat Company is not a certified boat yard therefore service and maintenance of vessels, including boat washing, is prohibited on premise by the city and other governing agencies.

Signature of TENANT

Witness

Print Name

Print Name

Date

Date

SEATTLE BOAT CO.

By: _____ It's: _____

Date: _____



Early Termination Policy

All contracts with Seattle Boat Company are based on a lease agreement beginning at lease inception and ending May 31 each calendar year.

Policy Agreement

- Lessee terminates with remaining Lease Term equal to or greater than nine (9) months, agrees to pay six (6) months rent to exit and terminate lease agreement early.
- Lessee terminates with remaining Lease Term equal to or greater than six (6) months but less than nine (9) months, agrees to pay four (4) months rent to exit and terminate lease agreement early.
- Lessee terminates with remaining Lease Term equal to or greater than three (3) months but less than six (6) months, agrees to pay two and one-half (2.5) months rent to exit and terminate lease agreement early.
- Lessee terminates with remaining Lease Term less than three (3) months, agrees to pay one (1) month rent to exit and terminate lease agreement early.

Thank you for your co-operation and we look forward to exceeding your expectations.

LESSEE Signature

Print Name

Date

SEATTLE BOAT CO. _____

Date _____

Early Termination Policy

Example A: Inception June 1st – Terminates August 20th

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
Enter Paid	Paid	Exit Paid	Buy Out	Buy Out	Buy Out	Buy Out	Buy Out	Buy Out	No Charge	No Charge	No Charge

Lessee pays in advance August Rent in full and pays one payment of Six (6) months rent to allow early termination.

Example B: Inception March 1st – Terminates May 15th

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Enter Paid	Paid	Exit Paid

Lessee pays in advance May rent in full. No termination penalty as Lease Agreement ends May 31st.

Example C: Inception August 1st – Terminates April 25th

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
N/A	N/A	Enter Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Exit Paid	Buy Out

Lessee pays in advance April rent in full and pays one payment of One (1) month rent to allow early termination.

Example D: Inception July 1st – Termination December 15th

June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
N/A	Enter Paid	Paid	Paid	Paid	Paid	Exit Paid	Buy Out	Buy Out	Buy Out	Buy Out	No Charge

Lessee pays in advance December rent in full and pays one payment of Four (4) months rent to allow early termination.

**SEATTLE MARINE MANAGEMENT CO., LLC and SEATTLE BOAT CO.
CHARGE CARD AUTHORIZATION**

I hereby authorize Seattle Marine Management Co., LLC and Seattle Boat Co. to charge the below credit card for the monthly storage fees under the terms of the lease agreement dated _____.

Visa

MasterCard

American Express

Cardholder Name: _____
(as shown on card)

Expiration Date: _____

CVV2 Number: _____

Authorized Signature: _____

Today's Date: _____

**SEATTLE MARINE MANAGEMENT CO., LLC and SEATTLE BOAT CO.
DIRECT PAYMENT PLAN AUTHORIZATION**

DIRECT PAYMENT

We are pleased to offer you a new service – the Direct Payment Plan. Now you can have your payment made automatically from your checking or savings account.

The Direct Payment Plan will help you in several ways:

- It saves time – fewer checks to write
- Helps meet your commitment in a convenient and timely manner – even if you’re on vacation or out of town
- Your payment is always on time – it helps maintain good credit
- It saves postage
- It’s easy to sign up for, easy to cancel
- No late charges

Here’s how the Direct Payment Plan works:

You authorize regularly scheduled payments to be made from your checking or savings account. Your payments will be made automatically on the specified day. Proof of payment will appear on your statement. The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization. The Direct Payment Plan is dependable, flexible, convenient and easy. To take advantage of this service, complete the following authorization form and return it to us.

AUTHORIZATION FOR DIRECT PAYMENT

I, and the financial institution named below, authorize **Seattle Marine Management Co., LLC and Seattle Boat Co.** to initiate entries to my checking or savings account, to charge the below Account Name & Number for the monthly storage fees under the terms of the lease agreement dated _____. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution 3 days before my account is charged.

(ACCOUNT NAME - NAME OF FINANCIAL INSTITUTION) (BRANCH)

(CITY) (STATE) (ZIP)

Account Number: _____

Financial Institution Routing #: _____

(between these symbols | : | on the bottom left of your check)

PLEASE
ATTACH
VOIDED
CHECK

Initial payment amount: \$ _____

Regular payment date: _____

On _____ I authorized **SEATTLE MARINE MANAGEMENT CO., LLC and SEATTLE BOAT CO.**
(TODAY’S DATE) to initiate electronic entries to my checking/savings account and have agreed to the terms listed on this authorization. I may revoke my authorization with the company at any time by writing to the following address: **3911 Lake Washington Blvd SE, Bellevue, WA 98006 – Attn. Accounting Dept.**

(NAME – PLEASE PRINT)

(ADDRESS – PLEASE PRINT) (CITY) (STATE) (ZIP)

(SIGNATURE) (TODAY’S DATE)

AGREEMENT TO PROVIDE INSURANCE

TENANT NAME			
ADDRESS	CITY	STATE	ZIP
BOAT YEAR	MAKE	MODEL	VIN NUMBER
INSURANCE COMPANY	POLICY NUMBER	EFFECTIVE DATES	
INSURANCE AGENT			
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER			
<p>I understand that I must provide a Certificate of Insurance and name SEATTLE MARINE MANAGEMENT CO., LLC and SEATTLE BOAT CO. as an additional insured during the term of dry storage at Seattle Marine Management Co., LLC's location located in the City of Seattle, County of King, Washington. Accordingly, I have arranged for the required insurance through the insurance company above to issue this certificate and forward promptly to the following address: SEATTLE MARINE MANAGEMENT CO., LLC AND SEATTLE BOAT CO., 659 NE NORTHLAKE WAY, SEATTLE, WA 98105.</p>			
TENANT SIGNATURE		DATE	