

Winter 2011-2012 Storage Agreement

Tenants Name: _____

Hull #: _____

Year/Make/Model: _____

Burkeshore Marina Enterprises LLC. Located at 3610 Burkeshore Dr., Big Lake, Alaska 99652, whose mailing address is P.O. Box 520150, Big Lake, Alaska 99652. Known hereafter as "Marina" and you known as "Tenant"

1.) **Facilities Rented:** Marina has rented to Tenant for one winter season, boat storage as set forth in the following conditions:

- a.) The winter season is understood as that period between October 15th, 2011 and May 25th 2012.
- b.) Unless otherwise agreed in writing, the winter rental payment is payable in full upon execution of this agreement, before confirmation of any storage reservation, and before boat is placed into storage.
- c.) The Marina has rented the Tenant a covered storage area pursuant to this agreement. Winter boat storage covers the storage of one boat resting on the trailer, the serial number that is set forth above, at the rate of \$27.00 per lineal-foot of length overall of the boat.
- d.) For Tenants who do not execute a summer 2011 Rental agreement and who remain in storage beyond May 25th 2012 is agreed to at \$5.00/ day and shall be paid before release of Tenants boat.
- e.) Prior to release of Tenants boat from winter storage: 1.) Tenant shall have paid in full any and all rental monies owed as a result of storage. 2.) Any and all monies due as a result of any work done or services provided on behalf of the Marina during the period of this agreement. 3.) Any and all monies due as a result of late fees, returned check fees due to the Marina. 4.) Further, a signature of satisfaction of condition of boat, motor, trailer, and any accessories and personal property for release on behalf of the Marina, shall be executed.

2.) **Trailer Storage.**

- a.) Each tenant who has rented covered storage for the winter season shall be entitled to the storage of one trailer on which one boat is stored, the serial

number as set forth above. Any other boat or trailer owned or used by tenant may not be stored at the Marina under terms of this agreement.

- b.) Each Tenant who has rented storage for the winter season shall not be entitled to trailer storage during the summer season without signing a separate storage agreement and paying an additional fee.
- c.) Tenant is responsible for ensuring proper maintenance of trailer. All trailers shall have tongue jacks; these may be purchased from Marina. All tires shall have appropriate air pressure. Flat tires shall be repaired, replaced, and/or filled with a flat labor rate charge to the Tenant. Tenants shall be notified with an estimate provided in writing and receive permission to proceed prior to Marina accomplishing any work billable to Tenant. In the event of structural failure of trailer in the course of normal marina operations, Marina shall not be responsible for damage to boat, motor, trailer, and personal property.
- d.) ALL PERSONAL WATERCRAFT must be stored on a trailer. Trailers are available for purchase or rent if available. The rental rate is \$50.00 for the winter season.

3.) Parking.

Tenant acknowledges that no auto parking space has been rented as a part of this agreement. Tenant acknowledges that if Tenant parks Tenants automobile, truck, motor home, motor vehicle upon the premises of the Marina such automobile shall be parked entirely at the risk of the Tenant and that the Marina shall not be responsible for loss of vehicle or personal property, damage, depreciation, or destruction of the motor vehicle for any reason including, but not limited to, theft, vandalism, acts of God, weather, fire, snow, ice, explosion, lightening, earthquake, and/or acid rain. Tenant further acknowledges that Marina does not maintain any insurance with regard to Tenants parking their motor vehicle and personal property at Marina, and that it is Tenants duty to provide their own insurance coverage. During the winter season overnight parking is available at a cost of \$10.00/ day, with permit displayed. No trailer parking is granted, further no camper or mobile home parking is granted. There shall be no overnight camping or sleeping. No cooking or open flames. Vehicles involved in such activity shall be removed at a cost to remove vehicle. Further immediate termination of said winter agreement with prorates of refund of any monies collected shall occur.

5.) Loss of Property.

a.) Tenant acknowledges that any and all personal property inclusive of marina electronics left in Tenants boat, Tenants automobile, or left by Tenant upon the premises of the Marina is the sole responsibility of the Tenant, and such property is left at the Tenants own risk. Marina will not be responsible for any loss, damage, or destruction to any such property. It is expected and required as condition of this agreement that Tenant have enforce and maintain enforce for the duration of this agreement personal property insurance and liability insurance for boat, motor, trailer, and any other personal property stored or left on the Marinas premises. Marina shall not file on its insurance any claim with regard to loss of Tenants property.

6.) Non-Responsibility of Marina.

- a.) Tenant agrees that Marina shall not be responsible for any damage done to Tenants boat, trailer, canvas, and/or accessories attached to Tenants boat as a result of winds, waves, weather, acts of God, ice, snow, partial or total sinking,

swamping, rain, fire, lightening, earthquakes, pollution from a point source or undetermined source or other conditions beyond Marina control. Tenant acknowledges that while covered storage is provided Tenants boat and personal property will be exposed to rain, snow, hail, dust, dirt, and other elements of nature Tenant is required to take all necessary precautions to protect boat and trailer for the harsh winter conditions in Alaska. While Marina shall take reasonable steps to protect Tenants boat and personal property, Tenant is aware of the nature of the storage facilities provided and accepts the potential risks to property that exist. Tenant is responsible for boat and motor keys: **Marina is not responsible for any keys left in the boat or with the Marina.** Tenant acknowledges that Marina does not provide any insurance for risks of loss, and requires that Tenant shall provide insurance for any risks of loss, and acknowledges that Tenant shall provide insurance coverage at Tenants expense.

- b.) Tenant acknowledges that Marina policy regarding boat keys is that owner is solely responsible for their keys. Under **NO** circumstances shall Burkesshore Marina be responsible for any Tenants keys. No key should be left in any boat, and further at a minimum a second key shall be in possession of the owner at all times. In the event that the Tenant requires a replacement key, a \$25.00 service fee will be charged, as well as the retail cost of the key. All tenants are expected to keep control of their keys.

7.) Right to Operate Tenants Boat.

- a.) Tenant grants to Marina the absolute right, but not the responsibility to handle, remove, and/or to operate Tenants boat and/or trailer if Marina shall determine that it is in the best interest of the Tenant and/or Marina that acts be taken to protect the Marina, the boat, the trailer or Tenants personal property. Tenants specifically acknowledges that Marina does not accept responsibility to protect liability, if Marina shall elect to attempt to protect the boat or trailer, or Tenant personal property, but is free to do so, without liability, if Marina shall elect to attempt to protect the boat or trailer, whether or not such attempt is successful. Tenant specifically acknowledges that Marina is granted the authority because in the absence of such authority, Marina would be unable to take any action to attempt to protect Tenants boat or trailer without fear of being held responsible to protect Tenants boat at all times. Tenant further grants Marina the right to handle, remove, and operate Tenants boat or trailer in the event that the Marina shall believe it necessary or convenient to remove the boat in order to protect, repair, or conveniently operate the Marina. Tenant further agrees that the Marina may, at its sole option, move Tenants boat and trailer from one storage area to another, and that such change does not breach this agreement. Marina makes no representation that the Tenants boat and trailer shall be kept in any specific storage area for the winter season, or that the area in which the Tenants boat and trailer are for the winter season stored on the premises of the Marina. Tenant acknowledges and agrees that Marina, at its sole option, can rent and/or lease space for the winter storage of Tenants boat and trailer from third parties.

8. Payment of Rent.

- a.) Payment of rent for the entire winter season is due and payable at the time of execution of this agreement. There shall be no refunds or prorates for any reason with regard to any early termination of this agreement for any reason.
- b.) This rental agreement may be terminated by Marina with or without cause upon (15) fifteen days notice to Tenant. If upon such termination, Tenant fails to remove boat and/or trailer, Marina shall be free to do so without liability. In the event nonpayment of rent, Marina may: terminate this agreement and move all property of Tenant located in the rented slip or storage area of Marina; Marina may, at its sole discretion, continue the rental agreement but may secure payment of rent by chaining Tenants boat and/or trailer in Tenants covered storage area; Marina may remove and store tenants boat at tenants cost at another facility to secure payment of rent. Upon full payment of rent and all other charges due the marina, Tenants boat and/or trailer shall be released.
- c.) All repair order work shall be paid at the time of completion of work. Any and all monies due the Marina either for any service shall be paid in full before release of Tenants boat. In addition to the late payment of 1.5% per month. Storage of Tenants boat beyond the 25th of May 2012 shall be \$5.00/day. A tenant agrees that this is fair, appropriate, agrees unconditionally to this.

9. Limitation of Facilities Rented.

- a.) Marina has rented, under the terms of this agreement; Tenant covered storage. All additional equipment such as, but not limited to, ropes, lines, bumpers, mooring covers, tops, or related matters necessary or convenient for Tenants use or to secure or protect Tenants property shall be supplied and maintained by Tenant and used at Tenants own risk. During winter storage maintenance and protection from the elements it's the Tenants responsibility.
- b.) In the event that the Marina determines, at its sole discretion, a safety issue exists either with regard to Tenants boat, Marina property, and/or another Marina customers property, the Marina may at the expense of the Tenant in questions, enlist labor, reimbursed at shop labor rates, and marina inventory (ropes, cleats, bumpers, etc.) paid for at retail prices, do what is necessary in the opinion of the Marina to rectify the afore mentioned safety issues. The Tenant recognizes the Marinas need and right to perform these actions and not only acknowledges Marinas right but requests Marinas best efforts in rectifying any safety issues marina identifies in its routine conduct of business. Marina at its earliest convenience shall contract Tenants and provide a description of charges accrued and further provide those in writing.

10.) Use of Marina.

a.) Tenant agrees for himself or she, their guests, and their agents to use the Marina only for purposes related directly to Tenants boat storage. Tenant agrees to abide by any rules and regulations, which may be promulgated by this marina to provide the reasonable, responsibility for any guests, family members or agent's with regard to abiding by the Marina rules as set forth. Failure to abide by the Marina rules may lead to termination of this agreement and removal of Tenants boat/trailer without refund.

b.) Because of the topography of the Marina the Marina ground almost always has a frozen layer of water across the parking lot, in common pedestrian areas, and at all approaches and door to Marina buildings, and in all covered and uncovered storage areas.

All tenants and guests shall be allowed limited access to potentially dangerous areas. Further when accessing common areas such as parking lot and showroom extreme caution shall be exercised such as to avoid injury.

11.) Assignment.

a.) Tenant agrees not to assign this agreement or to sublet this space. Any such assignment shall immediately terminate this agreement without any prorated refunds.

12.) Injury to Persons.

a.) Tenant acknowledges that he or she, his or her guest, and agents, use the facilities at their own risk, and specifically agrees that Marina shall not be responsible for any persons while Tenant utilizes the Marina. Further any injury shall be immediately reported to Marina at the earliest possible time by Tenant, any failure to notify Marina of any injury occurring on its property shall be grounds for immediate termination of this rental agreement.

13.) Access to Store Property.

A.) During the winter season the Marinas operation hours are expected to be Thursday through Monday, 10:00am to 6:00pm. All other times the Marina property is closed to public and customer access. During times the Marina is closed the main gate could be locked. If Tenant desires access to his/her boat during the winter season we request at least a 24 hour notice. Further depending on snow and ice conditions, Tenant may not be able to access boat for several days. **It is disclosed by Marina the premises are under 24-hour video and audio surveillance.**

14.) Removal of Stored Property Prior to May 25th, 2012

a.) In the even Tenant desires to remove stored property prior to May 25th 2012 Tenant understands and agrees to a minimum of five (5) working days notice. Again no prorated refund will be given. Further payment for any and all monies due to Marina prior to removal from property. An **Early Termination Fee** shall be paid to Marina for cost to Marina for removing said property from storage. This shall at a minimum be at **Shop Labor Rate** and at a minimum shall be \$110.00 and could be substantially more.

I agree to the set terms above. Your signature if required for this to be a valid agreement. Failure to sign will result in the invalidation of this agreement and loss of your covered spot.

Signature: _____

Printed Name: _____

Date: _____

Contact Number: _____