



**BIRCHARD & AGEE MARINE SERVICES  
AND DRY STACK STORAGE**

**STORAGE SPACE RENTAL CONTRACT**

**DATE:** \_\_\_\_\_

This rental contract (Contract) is between Birchard and Agee Marine Service and Drystack (hereinafter called "BAM") and the TENANT shown below:

**TENANT NAME:** (PLEASE PRINT) \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE: Home:** \_\_\_\_\_ **Work:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BOAT INFO: Year** \_\_\_\_\_ **Make** \_\_\_\_\_ **Model** \_\_\_\_\_

**OVERALL LENGTH** (including swim steps, bow pulpits, anchors – 34' max): \_\_\_\_\_

**WASHINGTON REGISTRATION NUMBER:** \_\_\_\_\_

**MONTHLY FEES:** \$ \_\_\_\_\_ **SECURITY DEPOSIT \$** \_\_\_\_\_ **KEY DEPOSIT \$** \_\_\_\_\_

**TENANCY TERM: (1) Yr Starting** \_\_\_\_\_ **Month to Month Starting** \_\_\_\_\_

**SPECIAL OFFERS** \_\_\_\_\_

**PAYMENTS:**

Tenant shall pay to BAM monthly, in advance the rental amount stated above. A deposit, equivalent to one months rent and the first months rent is due when this agreement goes into effect. The deposit can be refunded or applied to the last months rent. **THIS CONTRACT REMAINS IN EFFECT UNTIL BAM RECEIVES 30 DAYS ADVANCE NOTICE IN WRITING.** Storage started or terminated after the first day of the month will be billed at the total month's storage fee, with no prorating. Credit/debit card payments are transacted on the first business day of the month. Other forms of payments need to ARRIVE on or before the first day of the month.. Credit/debit card declines and payments that arrive after the fifth business day of the month will be charged a \$30.00 late fee. If declined/unpaid on the 10<sup>th</sup> day of the month, a second late charge will apply. Rentals not paid in full by the end of the month will be considered in default. No launches or haul outs will be made when Tenant's account is not current. There is a three month minimum for all month to month contracts.

If payment is via credit /debit card, Tenant authorizes Birchard and Agee Marine Services and Drystack to automatically charge the following card monthly, per this agreement, in the amount of the Monthly Fees above:

VISA/MC #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ EXP DATE: \_\_\_\_/\_\_\_\_ V-CODE \_\_\_\_\_

**DEFAULT IN PAYMENT:**

In the event of default in payment or terms of this agreement, Tenant agrees to an express possessory lien on Tenant's boat, equipment, accessories, and personal property to secure the amount of the default. If Birchard and Agee Marine Services and Drystack is forced to take action for collection of any outstanding balance, Tenant agrees to pay for all collection and/or attorney costs and fees. Tenant further agrees that the legal venue will be King County, Washington.

**TENANT’S RESPONSIBILITY:**

- Supply BAM with **Proof of Ownership** (Washington State registration is satisfactory).
- Copy of **Certificate of Insurance** (liability and coverage on the full market value of the vessel and trailer).
  - BAM must be listed as additionally insured on Tenant’s policy.
- Provide **four mooring fenders** (6” or larger), **2 dock lines** and an extra set of keys.
- Strict adherence to marina’s **Best Management Practices** (BMP’s), specifically waste disposal.
- Do not damage or remove any part of the storage/moorage space. Tenant is responsible for any damage to the racks, piers, docks, pilings, other marina facilities, and environment (including clean up, mitigation and charges resulting from any oil, fuel, or other hazardous waste discharge or pollution caused by Tenant).
- Notify BAM of any changes in address, contact and C/C numbers, and boat ownership/registration information.
- Notify BAM in advance if anyone other than the boat owner is authorized to look at or use the boat. Sub contractors are not allowed to work on Tenant’s boats while in the Marina.
- Acknowledge that boat rack space may not be subleased without written consent of BAM.
- Acknowledge that launch services of the boat from the storage rack into and out of the water, shall be preformed by BAM and not Landlord.
- Tenant is responsible for the care, proper mooring, and winterization of vessel.
- Tenant assures Tenant’s boat is in full compliance with all applicable regulations of the U.S. Coast Guard, bilge pumps are in working order, and that tenant’s boat is seaworthy unless previously notified in writing to the contrary.
- Acknowledge that Tenant has received a copy of the current Rate Sheet and Rules and Regulations.

**INDEMNIFICATION:**

- Tenant acknowledges that his/her boat and personal property are stored at “BAM” at Tenant’s sole risk, and that “BAM” (including shareholders, partners, owners, employees, agents, and Landlords) shall not be liable to Tenant or any other person for any loss, death, or damage to persons or property, including Tenant’s boat, trailer, equipment, or other personal property, that may arise during Tenant’s tenancy at the BAM facility..
- Acknowledge that BAM shall not be liable for any personal injury sustained by any Tenant, their family, guests, visitors or invitees while said individuals are on the premises, docks, piers or walkways. Tenant agrees that he accepts as his own those risks and hazards related to the marina area property and its activities.
- Tenant further acknowledges that BAM has the right to move tenant’s boat in and out of the racks and water at BAM sole discretion if necessary to perform maintenance on the rack and docks without the prior knowledge of the tenant.
- Damage caused during launch and retrieval of boat due to BAM’s negligence must be reported at the BAM office before the boat leaves or is taken from the facility. BAM is not responsible for minor damage to the boat hull caused by normal wear and tear resulting from handling the boat during launching and retrieving. Further, BAM is not responsible for any damage to fixtures attached to the boat below the waterline (e.g., thru-hull fittings, trim tabs, transducers, etc.).

**TRANSFERABILITY:**

This contract, in whole or part, is non transferable.

**I have read and agree to the terms of this contract.**

\_\_\_\_\_  
 Tenant Signature Date

Birchard and Agee Marine Services and Drystack

\_\_\_\_\_  
 By: Date

\_\_\_\_\_  
 Its: