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Boater's Choice

Initial _____ No. _____

THIS STORAGE APPLICATION AND AGREEMENT ("CONTRACT") IS ENTERED INTO THIS _____ DAY OF _____,
BETWEEN **BOATER'S CHOICE ("MARINE")** AND _____
("MEMBER") WHOSE ADDRESS IS _____.

BOAT YEAR & MAKE: _____ **COLOR:** _____ **MOTOR:** _____.

THE **MARINE** HAS SPACE AVAILABLE FOR STORAGE AT ITS ADDRESS LISTED ABOVE. IN CONSIDERATION OF THE RATE TO BE PAID AND THE COVENANTS AND AGREEMENTS TO BE PERFORMED BY THE **MEMBER** TO THE **MARINE**, THE UNDERSIGNED **MARINE** DOES HEREBY PERMIT THE **MEMBER** TO USE THE STORAGE SPACE IDENTIFIED ABOVE FOR THE PURPOSE OF STORING THE **MEMBER'S** ABOVE DESCRIBED BOAT THEREIN AND FOR NO OTHER PURPOSE.

IT IS MUTUALLY AGREED BY THE PARTIES TO THIS STORAGE APPLICATION AND CONTRACT THAT THE **MEMBER'S** USE OF THE ALLOCATED STORAGE SPACE SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS AND THE RULES AND REGULATIONS GOVERNING STORAGE ATTACHED HERETO AND INCORPORATED HEREIN.

1. THE TERMS OF THIS CONTRACT SHALL BE IDENTICAL TO THE STORAGE SEASON BEGINNING _____, AND ENDING **JUNE 10, 2024** OR THE REMAINING PORTION THEREOF. IN THE EVENT THAT A NEW STORAGE AGREEMENT AND CONTRACT IS NOT EXECUTED BY THE **MEMBER** AND ACCEPTED BY THE **MARINE** PRIOR TO THE EXPIRATION OF SAID CURRENT STORAGE SEASON, ALL BOATS, TRAILERS AND EQUIPMENT REMAINING AT THE **MARINE** AFTER EXPIRATION SHALL BE CHARGED AN ADDITIONAL STORAGE RATE OF **\$25 EACH DAY** UNTIL THE BOAT, TRAILER AND/OR EQUIPMENT IS COMPLETELY REMOVED FROM THE **MARINE**.
2. AS A CONDITION OF STORAGE, THE **MEMBER** SHALL SUBMIT TO THE **MARINE** A VALID MASTERCARD, VISA, OR OTHER ACCEPTABLE CREDIT CARD ACCOUNT NUMBER OR **PAYMENT IN FULL** PRIOR TO ANY STORAGE. ANY STORAGE OR OTHER CHARGES (**THE LATTER BEING ADDITIONAL CHARGES**) MAY AT THE OPTION OF EITHER PARTY, BE MADE TO THE **MEMBER'S** MASTERCARD, VISA OR OTHER CREDIT CARD ACCOUNT AND **MEMBER** AGREES TO HONOR ALL CHARGES AND ADDITIONAL CHARGES TO SAID ACCOUNT. IF THE **MEMBER** FAILS TO SUBMIT A VALID MASTERCARD, VISA OR OTHER ACCEPTABLE CREDIT CARD ACCOUNT NUMBER, THE **MARINE** MAY, IN ITS SOLE DISCRETION, TERMINATE THIS CONTRACT. ALL SERVICES FOR WHICH ADDITIONAL CHARGES SHALL BE ASSESSED SHALL BE AGREED ON AS THE BASIS OF AN **APPROPRIATE WORK ORDER SIGNED BY THE MEMBER OR HIS AUTHORIZED REPRESENTATIVE AND ADDITIONAL CHARGES SHALL BE ASSESSED AT THE RATE REFLECTED THEREIN**.
3. THE **MARINE** RETAINS THE RIGHT, IN ITS SOLE DISCRETION, TO DESIGNATE THE PARTICULAR STORAGE SPACE ASSIGNED TO THE **MEMBER**.
4. THIS CONTRACT SHALL BE NON-TRANSFERABLE TO ANY OTHER PERSON OR FOR THE STORING OF ANY OTHER BOAT OTHER THAN HEREIN DESCRIBED. IF THE **MEMBER'S** BOAT IS SOLD AND NOT REPLACED, OR THE **MEMBER** MUST LEAVE FOR ANY REASON, THE STORAGE WILL REVERT BACK TO THE **MARINE** WITH **NO REBATE**.
5. UNDER NO CIRCUMSTANCES WILL ANY BOAT THAT IS IN OUR STORAGE BE REMOVED UNTIL THE CONTRACT ENDS UNLESS PREVIOUSLY AGREED UPON.
6. TRAILERS WITHOUT BOATS ON THE PREMISES WILL BE AT THE **OWNER'S RISK** AND **BOATER'S CHOICE** WILL NOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.
7. THE **MEMBER** AGREES THAT WHILE THE BOAT IS STORED AT THE **MARINE**, THE **MEMBER** SHALL NOT ALLOW ANY PERSON OR BUSINESS ENTITY TO BE HIRED OR ON ANY BASIS TO BE PERMITTED TO PERFORM ANY LABOR ON THE ABOVE DESCRIBED BOAT.
8. **MEMBER** AGREES TO PAY ALL STORAGE CHARGES, ADDITIONAL CHARGES AND ANY OTHER EXISTING BILLS OR CHARGES OWED TO THE **MARINE** BY THE **MEMBER** ON OR BEFORE THE DATE THE BOAT IS STORED AND THE **MARINE** SHALL BE ENTITLED TO A POSSESSORY LIEN ON SAID BOAT FOR ANY AND ALL MONIES OWED BY THE **MEMBER**, THE BOAT'S OWNER, TO THE **MARINE** FOR SAID CHARGES, WORK PERFORMED, SERVICES RENDERED AND MATERIALS FURNISHED TO THE **MEMBER** OR HIS BOAT. THE **MEMBER** FURTHER AGREES AND HEREBY GRANTS TO THE **MARINE** A POSSESSORY LIEN ON STORED ITEMS, IF ANY, AND THE **MARINE** MAY REFUSE TO PERMIT SAME TO BE REMOVED FROM THE **MARINE** UNTIL ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT HAVE BEEN MET. THE **MARINE** SHALL HAVE AND THE **MEMBER** NOW GRANTS TO IT A MARITIME LIEN COVERING THE BOAT, MOTOR AND ATTACHED EQUIPMENT TO SECURE THE FULL PAYMENT TO IT FOR ANY AND ALL SERVICES AND MATERIALS SUPPLIED TO **MEMBER** BY **MARINE** DURING THE TERM OF THIS CONTRACT.

9. THE **MEMBER** SHALL NOT REMOVE THE BOAT FROM ITS STORAGE SPACE UNTIL ALL CHARGES SECURED BY THE LIENS DESCRIBED IN THE PRECEDING PARAGRAPH HAVE BEEN PAID IN FULL.
10. THE **MEMBER** AGREES TO REIMBURSE THE **MARINE** FOR REASONABLE **ATTORNEY FEES** AND COSTS RELATING TO A SUIT OR OTHER COLLECTION EFFORT BY THE **MARINE** AGAINST THE **MEMBER** TO COLLECT ANY AMOUNTS DUE UNDER THIS CONTRACT OR ANY AMOUNTS DUE AND SECURED BY LIENS DESCRIBED IN PARAGRAPH 8 OF THIS CONTRACT.
11. THE **MEMBER** UNDERSTANDS AND AGREES THAT THE **MARINE** ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR THE DAMAGE BY THEFT, FIRE, VANDALISM, MALICIOUS MISCHIEF, WIND, WATER, ACT OF GOD OR OTHERWISE, TO THE ABOVE DESCRIBED, ITS ACCESSORIES, GEAR AND EQUIPMENT OR ANY OTHER PERSONAL PROPERTY OR CONTENTS THEREOF PLACED BY THE **MEMBER** WITH THE **MARINE** FOR STORAGE REPAIRS OR ANY OTHER PURPOSE WHATSOEVER OR BROUGHT TO THE **MARINE'S** PREMISES BY OR FOR THE BENEFIT OF THE **MEMBER** OR HIS INVITEES OR LICENSEES, PROVIDED THAT SAID LOSS OR DAMAGE IS NOT CAUSED BY THE GROSS NEGLIGENCE OF THE **MARINE** OR ITS AGENTS AND/OR EMPLOYEES.
12. THE **MEMBER** UNDERSTANDS AND AGREES THAT THE **MARINE** ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INJURIES TO THE **MEMBER**, MEMBERS OF HIS FAMILY OR INVITEES OR LICENSEES WHILE SAID INDIVIDUALS ARE AT THE **MARINE** OR WITHIN ITS PROPERTY BOUNDARIES, PROVIDED SAID INJURIES ARE NOT CAUSED BY THE GROSS NEGLIGENCE OF THE **MARINE**, ITS AGENTS AND/OR EMPLOYEES. IN CONSIDERATION OF SAID STORAGE SPACE BEING LEASED, **MEMBER** HEREBY INDEMNIFIES AND HOLDS THE **MARINE**, ITS AGENTS AND EMPLOYEES, HARMLESS FROM ALL LOSSES, DAMAGES, LIABILITIES AND EXPENSES, WHICH MAY ARISE OR BE CLAIMED AGAINST THE **MARINE** FOR ANY INJURIES OR DAMAGES TO THE PERSON OR PROPERTY OR ANY PERSON, FIRM OR CORPORATION CONSEQUENT UPON OR ARISING FROM ANY ACTS, OMISSIONS, NEGLIGENCE OR FAULT OF THE **MEMBER**, HIS AGENTS, SERVANTS, EMPLOYEES, LICENSEES, CUSTOMERS OR INVITEES, OR CONSEQUENT UPON OR ARISING FROM THE **MEMBER'S** FAILURE TO COMPLY WITH ALL RELEVANT AND APPLICABLE GOVERNMENTAL LAWS, STATUTES, ORDINANCES OR REGULATIONS.
13. THE RIGHTS OF THE **MARINE** PURSUANT TO THIS CONTRACT SHALL NOT BE RELEASED, WAIVED OR IN ANY MANNER PREJUDICED BY THE REMOVAL OR DELIVERY OF THE ABOVE DESCRIBED BOAT FROM THE **MARINE** PREMISES.
14. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT ALL PROVISIONS OF THE CONTRACT ARE SEVERABLE AND IN THE EVENT THAT ANY OF SAID TERMS AND PROVISIONS SHALL BE HELD TO BE INVALID BY A COMPETENT COURT, THIS CONTRACT SHALL BE INTERPRETED AS IF SUCH INVALID CLAIMS AND/OR PROVISIONS WERE NOT CONTAINED HEREIN.
15. THIS CONTRACT SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.
16. THE TERMS OF THIS CONTRACT SHALL BE BINDING UPON AND MORE TO THE STATE OF MICHIGAN.
17. IF THE **MEMBER** FAILS TO PERFORM ANY PART OR ALL OF THIS CONTRACT OR TO COMPLY WITH THE RULES AND REGULATIONS GOVERNING STORAGE INCLUDING THOSE ATTACHED HERETO, THE **MARINE** MAY TERMINATE THIS CONTRACT ON FIVE (5) DAYS NOTICE MAILED TO THE **MEMBER** IN THE MANNER SET FORTH IN PARAGRAPH 24 BELOW. WAIVER OR VIOLATION OF ANY OF THE FOREGOING TERMS AND PROVISIONS SHALL NOT BE CONSTRUED AS A WAIVER OF ANY SUBSEQUENT VIOLATIONS.
18. ADDITIONAL PROVISIONS: **MEMBER** MUST PROVIDE THE **MARINE** WITH THE NAME OF THE INSURANCE COMPANY INSURING THEIR WATERCRAFT.
19. NOTICES: ANY NOTICES OR OTHER COMMUNICATIONS FROM ONE PARTY TO THE OTHER PURSUANT TO THIS CONTRACT MAY BE BY LETTER OR TELEGRAM. IF SUCH COMMUNICATION IS SENT BY LETTER, IT SHALL BE MAILED, POSTAGE PREPAID, TO THE FOLLOWING PARTIES AT THE FOLLOWING ADDRESSES, OR SUCH OTHER ADDRESSES OF WHICH THE ADDRESSEE MAY GIVE THE ADDRESSOR NOTICE.

MEMBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS STORAGE AGREEMENT AND CONTRACT ("**CONTRACT**") AND THE RULES AND REGULATIONS GOVERNING STORAGE ATTACHED HERETO.

TENANT INSURANCE COMPANY _____

DATED: THIS _____ DAY OF _____,

BY: _____
BOATER'S CHOICE

MEMBER/BOAT OWNER/AUTHORIZED AGENT
("MEMBER")