

# NARROWS MARINA LLC WINTER STORAGE RENTAL AGREEMENT 11/12

**THIS RENTAL AGREEMENT** ("Lease") is entered into by and between Narrows Marina LLC ("Operator") and the undersigned Renter ("Renter") under the following terms and conditions:

**RENTAL SPACE.** Operator hereby grants to \_\_\_\_\_ space designated as **WINTER STORAGE** assigned to Renter (the "Space") located at Narrows Marina (the "Facility") for storage of a boat and or other approved items and accessories.

**TERM/RENEWAL.** The term of this Lease shall commence on the Commencement Date set forth below and end on the last day of the month of \_\_\_\_\_, year of \_\_\_\_\_ ("Initial Term"), unless terminated earlier. Operator reserves the right to terminate this agreement with 30 days written notice to the renter. This Agreement shall automatically renew for successive month-to-month periods ("Renewal Term") unless terminated as set forth below. Written notice to remove vessel is required 48-hours prior to removal. Vessels can only be removed during normal moorage office hours, unless prior arrangements are made.

**RENTAL FEE.** The storage fee is payable in monthly installments each of which is due, along with any other charges for the month, on the first day of each month in advance, at the rate set forth on the signature page of this Agreement. Renter will be sent a monthly statement setting forth the monthly fee and any other charges. Non-Receipt of billing statements does not relieve Renter of any obligations herein. All payments shall be made out to **NARROWS MARINA LLC, 9001 S. 19<sup>TH</sup> STREET, TACOMA, WA 98466**, or at such other address as Operator may designate. If the commencement date is other than the first day of a month, the first monthly installment shall be prorated.

**SERVICE CHARGES/INTEREST:** Renter shall pay Operator a late fee equal to five-percent (5% percent) of the amount late with a minimum of ten dollars \$10.00 on every monthly storage rental payment received after the **FIFTEENTH (15<sup>TH</sup>)** day of the month and Fifty Dollars (\$50.00) for every check returned by Renter's Bank for insufficient funds or for any other reason. Operator also shall be entitled to interest at the rate of 1.5-percent (1.5%) per month on any payment more than thirty (30) days past due. **An \$80.00 EARLY REMOVAL FEE WILL BE APPLIED IF BOAT IS REQUESTED OUT PRIOR TO THE MONTH STATED IN TERM/RENEWAL SECTION.**

**RULES AND REGULATIONS:** Renter shall comply in all respects with the Rules and Regulations adopted by Operator for the operation and use of the Space and Facility; said Rules and Regulations are subject to change at anytime without notice. In utilizing the Space, Renter agrees to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations, health, safety, environmental, and sanitary regulations of all applicable laws, regulatory bodies, those established by any federal or local government agency, and, if applicable, by State or by the U.S. Army Corp of Engineers. Renter shall also comply with all rules and regulations relating to the Boat Launch or any other part of the facility.

**INSURANCE:** Operator and Operator's Agents and Representatives shall not be responsible for Renter's personal property and/or vessel on the Premises. Renter, at Renter's sole cost and expense, is required to obtain a policy of property damage insurance covering, to the extent of at least 100-percent (100%) of the actual cash value of all Personal Property located on the Premises, damage by fire, extended coverage, perils, vandalism, and burglary. **RECEIVED BY: \_\_\_\_\_ Initials NMLLC**

**REGISTRATION:** Renter, at Renter's sole cost and expense, is required to obtain a current State Registration for all boats, trailers, or other vehicles and a copy is required upon execution of rental agreement. Registered owner and Renter must be one in the same. **RECEIVED BY: \_\_\_\_\_ Initials NMLLC**

**SERVICE:** It is hoped the Renter will commit to use the on-site boat service and repair facilities when practical, Day Island Boat Works. If another service provider is used, such service provider must notify the Operator prior to entering the Facility and be fully insured and must provide a copy of the insurance to the Operator.

**WINTER/DRY STORAGE PROGRAM:** Under this Agreement, the Renter is agreeing to participate in the Operator's Winter/Dry Storage Program. Such Program is designed to reduce the adverse impact of the winter elements on a stored vessel or vehicle. The Operator suggests installing moisture catchers in the vessel or vehicle and then placing the vessel in shrink wrapping. This process has been shown to keep stored vessels dryer and cleaner than other storage methods. However, the method does not completely eliminate the effects of moisture on the vessel and the Operator makes no warranty, either expressed or implied, that the vessel or vehicle will be free of any incidents of mold, mildew or other water related residue at the end of the rental term. Moreover, the storage process also tends to trap some dirt and dust on and within the vessel when it is shrink wrapped and the Operator accepts no responsibility for the removal of such residue upon return of the vessel to the Renter at the end of the rental term.

**SHRINK WRAPPED \_\_\_\_\_ Owner Initials      NOT SHRINK WRAPPED \_\_\_\_\_ Owner Initials**

**NOTICES:** Any notice hereunder shall be in writing and shall be given if and when it is personally delivered to the other party or three (3) days after it is deposited in the mail, addressed to the other party at the address set forth in this Lease. Renter is responsible for informing Operator of Renter's most current address and phone number.

**DEFAULT:** Renter grants to Operator a security interest in all Renter's property on Operator's premises for the payment of rent and any other monies which may become payable under this Agreement. If Renter breaches any provision of this Agreement, Operator may without notice declare the tenancy terminated, immediately take possession of space rented, remove all chattels thereupon and re-let the same without liability of any kind by reason thereof. If any rent or other payment or charge payable by the Renter shall be unpaid when due, Operator may take possession of Renter's property including boat, trailer, vehicle, tackle, fixtures, furnishings and all other property of Renter on Operator's premises and retain possession until all rents or other payments are paid in full. In the event of a lock-up, Renter cannot, at any time, be on or near said property until account has been paid in full. In the event of non-payment, Operator may sell or otherwise dispose of such property at public or private sale and apply the proceeds, less all expenses of sale, to the amount due Operator. Operator's remedies herein are in addition to all other remedies it may have under applicable law. If Operator shall employ an attorney or collection agency to enforce any of its rights hereunder, Renter agrees to pay all reasonable attorney's fees and costs in connection therewith in addition to any judgment awarded Operator. **A \$50.00 processing fee and a \$35.00 lock fee will be applied if a Renter's property is secured for non payment.**

**HOLD OVER:** If the Space continues to be occupied following termination of this Agreement, Renter shall be obligated to pay twice the applicable daily rate. Operator may, in its sole discretion, lock the applicable Space and otherwise exclude Renter from access to the property until paid in full. A 30-day written notice is needed prior to Renter terminating Agreement.

**DISCLAIMER OF LIABILITY; INDEMNITY:** This License does not create a contract of bailment. The Space is to be used at the sole risk of Renter and Renter hereby assumes such risk. Renter, for himself, his heirs and assigns, hereby releases, relinquishes and discharges Operator, its officers, agents and employees from any and all liability for injury to any person or property arising out or in connection with the condition or use of the Facility and Boat Launch or any and all stored Personal Property including, but not limited to, any boat, trailer, vehicle, motor, and accessories, whether such injury is caused by or through the acts or omissions of Operator, officers, agents and employees or by any other cause whatsoever except Operator's gross negligence or willful misconduct. Renter shall and does hereby agree to indemnify, protect and hold harmless Operator, its officers, agents and employees from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with such injury, unless due to the gross negligence or willful misconduct of Operator. Operator is not to be considered under this License as an insurer of Renter's property and Renter should secure such insurance as Renter desires and required by this agreement.

**MISCELLANEOUS:** (1) If more than one person executes this Agreement as Renter, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this License shall be fully binding upon each of them. A spouse executing this document by him or herself represents that he or she is authorized to sign the document and bind the marital community. (2) In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein. (3) This License constitutes the entire agreement between the parties and supersedes all prior licenses or agreements, if any. No modifications or amendments hereto shall be valid unless evidenced in writing and signed by both parties. **(4) Damage to Renter's boat, trailer, or vehicle as a result of not being winterized is SOLELY the Renter's responsibility. Narrows Marina LLC recommends winterization services be performed by the service department at Day Island Boat Works to protect against damage due to freezing.**

Boat: State Registration No: \_\_\_\_\_ Driver's License No: \_\_\_\_\_  
Name on Boat: \_\_\_\_\_ Commencement Date: \_\_\_\_\_  
Boat Make/Model: \_\_\_\_\_ OPERATOR: NARROWS MARINA LLC  
Boat Length/Width: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Agent

Boat Rental Fee: \$ \_\_\_\_\_ per month Pro-Rated First Month: \$ \_\_\_\_\_ Boat Rental  
Trailer Rental Fee: \$ \_\_\_\_\_ per month Pro-Rated First Month: \$ \_\_\_\_\_ Trailer Rental  
Stand Rental Fee: \$ \_\_\_\_\_ per month Pro-Rated First Month: \$ \_\_\_\_\_ Stand Rental  
Total: \$ \_\_\_\_\_ per month One Time Block Fee: \$ \_\_\_\_\_  
Total First Month: \$ \_\_\_\_\_

**RENTER(S):**

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Home Phone Work Phone Cell Phone

\_\_\_\_\_  
E-mail

I/We would like to enroll in e-statements, & receive all Narrows Marina notifications via e-mail.