

LaConner Maritime Service
Maritime Fabrications, Inc.
920 West Pearle Jensen Way LaConner, WA 98257
(360)466-3629

YARD SPACE RENTAL AGREEMENT

OWNERS NAME _____
Address _____ City _____ State _____ Zip _____
Phone (Home) _____ (Cell) _____
(Work) _____ Email _____
Emergency contact (Name) _____ Phone # _____
Boat Name _____ Manufacturer _____
Model _____ Year _____ Length _____ Beam _____
Hull I.D. # _____ Registration/Documentation # _____
Hull Construction: __Fiberglass __Wood __Steel __Aluminum __Other: _____
Boat Insured by _____ Policy # _____
Agent _____ Agent's # _____
Date of Space Rental Agreement _____ Electrical Requested: Yes ___ No ___

First 3 months and all related charges are due on arrival

This Agreement is entered into between **Maritime Fabrications, Inc.**, hereinafter referred to as "**Maritime**", and the undersigned, hereinafter referred to as "**Owner**", to provide Owner with the use of space in Maritime's Boat Yard or buildings.

1. *Space Fees.* To obtain a space, Owner agrees to pay in advance the monthly fees specified in Maritime's posted Schedule of Rates. Maritime reserves the right to change this schedule from time to time, and Owner hereby agrees to comply at all times throughout the period of this Agreement with the Schedule as it may be changed. Fees are due and payable on time regardless of whether periodic statements are provided by Maritime. Failure by Owner to pay fees and all other charges provided in the Schedule on time in accordance with this Agreement will result in loss of space and may result in other actions by Maritime as outlined below in Paragraph 4.

2. *Space changes.* Maritime reserves the right to change space assignments and move the Owner's property as necessary for efficient operation of the Boat Yard and Shop. To guarantee vessel dry-storage space after seasonal cruising, Owner agrees to pay storage fees for 12 months. Occupation of same yard space as previous storage periods is not guaranteed. Owners paying storage fees for 12 months in advance receive one month free of charge. Owners requesting vessel movement out of long term storage before expected departure date are subject to all reasonable fees associated with moving other vessels in the moving process.

3. *Utilities and Services.* Owner agrees to pay for all electricity and other utilities or services which may be furnished to his/her boat or vehicle at the established rates provided in the current Schedule of Rates posted by Maritime, or if not covered by such a posted schedule, as established by Maritime's Yard Superintendent. Maritime does not guarantee the continuity of utility service to any vessel or vehicle, and specifically with regard to electric service, does not guarantee the continuity or characteristics or such service and its compatibility with any electric circuit protector.

4. *Default.* In the event that the Owner does not pay, as agreed in the contract, the fees and/or other charges which are accrued in favor of Maritime, or if Owner otherwise violates the provisions of this agreement, Maritime may, without any advance notice, take possession of Owner's boat, vehicle, or any tackle, fixtures, equipment or furnishings pertinent to this Agreement and retain such possession at Maritime's Boat Yard or elsewhere until all charges then owing, and all charges which may thereafter accrue, are paid in full, and any and all other violations of the Agreement have been cured. Owner grants Maritime a possessory lien in vessel or vehicle as security for any fault. These remedies are in addition to, and not instead of, any other rights which Maritime may have by virtue of Federal, State, and local statutes, ordinances, and laws. In any action or proceeding for the collection of any sums which may be payable under this contract, Owner agrees to pay Maritime, in addition to the balance due, a reasonable sum for Maritime's expenses and attorney fees. A late charge of 1 1/2% per month, which is an annual rate of 18%, will be charged on delinquent accounts (or the maximum legal rate, if lower). Additionally, an impound fee of \$25.00 will be charged on accounts sixty (60) days past due. Owner, whose signature appears below, agrees and **authorizes Maritime to take possession of and sell the subject property at public auction pursuant to RCW 60.10.030, 62A9-505, Chapter 240, 1988, if rent or other charges remain unpaid for a period of sixty (60) days or more,** or if owner's vessel or vehicle is not removed from Maritime's property after having been duly notified in writing to this effect.

5. *Limitations of Liability.* Owner acknowledges that he has inspected Maritime's facility and has satisfied himself that it is adequate for the safe keeping of his vessel or vehicle. **This contract is not a bailment of the Owner's property, but a lease of space.** It is mutually agreed that Maritime does not accept Owner's property for storage and will not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures, equipment and/or furnishings.

Owner initials: _____

The Owner agrees to relieve Maritime, its personnel and equipment of all responsibility for damages that may occur while they are handling the Owner's vessel or vehicle upon his request, with the exception of damages resulting from operator error or equipment failure. **The Owner also acknowledges the special hazards of keeping a wooden boat out of the water for a prolonged period of time and the special hazards of storing a rigged sailboat out of the water due to windage on the rigging and mast.** Owner agrees to keep the premises adjacent to, and underneath, his/her vessel or vehicle neat, clean, orderly and free of all flammable and hazardous substances, personal property and equipment. It is further agreed that Maritime will not be liable or responsible for any personal injuries suffered by the Owner or his agents, employees, invitees, or guests arising from any cause upon Owners property, Maritime's premises, or premises adjacent thereto. **The undersigned Owner hereby waives (gives up) its immunity under the Industrial insurance Act RCW Title 51 and/or the Longshoremen's and Harbor Workers Compensation Act. The undersigned Owner hereby agrees to indemnify Maritime for the concurrent negligence of Maritime and the undersigned Owner.** Owner agrees to indemnify Maritime for any and all costs incurred in defense of any cause involving injury to Owner or his agents, employees, invitees, or guests. Owner to indemnify and hold Maritime harmless from any theft or other property loss, damage or personal injury (including death) resulting from the acts or omissions of Owner, his agents, employees, invitees, or guests.

6. *Insurance* – Owner shall obtain and keep in force during the duration of this Agreement, a policy of comprehensive general liability insurance naming Maritime Fabrications, Inc., as an additional insured. Such insurance shall be in the minimum amount of \$300,000 combined liability limit for personal injury and property damage. Should said insurance not cover the cost of such repair or loss, or if said insurance policy lapses or is cancelled, then such cost shall become part of the owner's bill due to Maritime and be treated the same as any other sum due under the lease. Owner is REQUIRED to provide proof of insurance to Maritime and shall cause it's insurer to provide Maritime any notice of cancellation. The "Owner" further shall indemnify and hold "Maritime" harmless for any such damage or loss.

7. *Compliance with Laws and Regulations.* Owner agrees to comply with all applicable Federal, State and local Laws, Statutes, and Ordinances, and all rules, regulations and special instructions issued by Maritime or its agents, including Maritime's Environmental Policies and Best Management Practices and other Yard regulations as may be posted. Only Maritime employees may shift, adjust, or move stands and blocking. Owner will not maintain anything that may be dangerous to life or limb, nor cause or permit anything to be done on said premises which in any way will tend to create a nuisance or to disturb any other owner, guest or lessee of the Boat Yard. Pets must be kept on leash in all areas of the Boat Yard. Owner agrees to accept full financial responsibility for the cleanup of any discharge or spill from owner's vessel or vehicle, or otherwise caused by Owner, his guests, or his employees and contractors. In the event that the source of a discharge is in dispute, Owner agrees to post a bond pending resolution of the dispute. Owner will allow Maritime or its agents free access at all times to his vessel or vehicle for the purpose of inspection, moving the vessel or vehicle, fighting fire, or remedying or prevention any casualty or potential hazard. No signs will be posted in the Boat Yard areas unless specifically approved by Maritime.

8. *Assignment of Agreement and/or Space.* Owner will not transfer, assign or sublease this agreement, any interest in it, or any interest in the space designated by this Agreement, and Owner will not use that space for any commercial purpose without the prior written permission of Maritime's Yard Manager. Use of the space is personal to Owner, and a person purchasing the vessel or vehicle designated above from Owner will not thereby acquire rights under this Agreement, or rights to use the space designated in this Agreement.

9. *Term.* This Agreement becomes affective on the date stated above and will remain in force for the term indicated in in section 15 unless terminated by mutual consent or by ten(10) days' written notice given by either party to the other. Failure to complete the term of the initial Agreement by the Owner may result in payment in full for period of term unfulfilled by Owner.

10. *Drain Plugs.* Owner is responsible for removing his own drain plugs while boat is out of water and for having drain plugs in place when requesting a launch. Owner is also responsible for having trim tabs and out drives in the **up** position and antennas lowered prior to any movement of the vessel.

11. *Live-Aboard.* Overnight camping in the Yard or living on the vessels in the Yard is not allowed except by special permission from Maritime. Such permission must be received in writing.

12. *Disclosure.* The Owner warrants that the information supplied above relative to his vessel or vehicle to be kept in the Yard or Shop is true and complete.

13. *Total Agreement.* This Agreement expresses the complete understanding of the parties hereto. No modification or amendment of this agreement will be valid unless set forth in writing and signed by both parties.

14. *Validity.* If any term or provision of this Agreement or its application to any person or circumstance is held be invalid or unenforceable, the remainder of this Agreement or its application to persons or circumstances other than that which is held invalid or unenforceable will not be affected thereby and will continue in full force and effect.

15. Type of storage desired:

- Long term (12 months or more)
- Less than 12 months (minimum of 3 months; due up front, otherwise lay-days apply)
- Less than three months (Lay-days)

By: _____
Maritime Fabrications, Inc.

Date: _____

By: _____
Vessel Owner

Date: _____