

The Boathouse

405 Squire Pope Road
Hilton Head Island, SC 29926
(843) 681-9557

This **Dry Storage Agreement** ("Agreement"), between Island Marine, LLC, dba The Boathouse ("The Boathouse"), and the boat owner signing below ("Boat Owner"), is for Storage Account # _____ Rack Slip # _____ commencing on _____ for a term of ____ months (the "Term").

Agreement Fee: _____ for the Term. The Agreement Fee is payable in advance, but may be made in monthly payments of _____ provided payments are guaranteed by a credit card on file with The Boathouse and the account remains in good standing.

Rates: \$20.00 per linear foot measured from engines to bow pulpit. **Additional \$50.00** for Tops, Radar Arches, Wake Board Arches, or fixed tops.

Method of Payment: _____ Monthly Direct Billing (Boat Owner will remit payment each month, guaranteed by credit card)
_____ Credit Card Billing (The Boathouse will charge Boat Owner's credit card directly each month).

Boat Owner: _____ Email _____

Owner's Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Credit Card Information:

Type of Card: _____ Number: _____ Expiration: _____ CSV: _____

The Boat Owner hereby authorizes The Boathouse to hold the above credit card in the Boat Owner's account file as guarantee of payment for all storage, service, fuel, merchandise and other charges and fees owed to The Boathouse. If credit card billing is selected above, Boat Owner further authorizes The Boathouse to charge Boat Owner's monthly billing to the above credit card. Boat Owner accepts The Boathouse's charge and collection processes and authorizes it to charge any past due balance to this credit card should Boat Owner's account become more than 30 days past due. Boat Owner will promptly notify The Boathouse if the above credit card is closed out and provide The Boathouse with new and current credit card information may be used in like manner. Failure of a credit card company to accept charges against Boat Owner's credit card shall entitle The Boathouse to terminate this Agreement and immediately collect all amounts due.

Vessel Information:

Make: _____ Model: _____

Length (LOA): _____ Draft: _____ Beam: _____ T-Top: Yes / No

Registration # _____

Upon receipt of the Agreement Fee (or the initial monthly fee and an acceptable credit card guaranteeing further payments) Boat Owner named above is granted the use of the rack slip designated above for the Term, **subject to The Boathouse's Dry Storage Terms and Conditions**, which are available from The Boathouse on request or on The Boathouse's website, and are incorporated herewith. By signing below, Boat Owner acknowledges receipt of The Boathouse's Dry Storage Terms and Conditions.

By: _____
Boat Owner

By: _____
Island Marine, LLC
dba: The Boathouse

DRY STORAGE TERMS AND CONDITIONS

1. These Dry Storage Terms and Conditions ("Terms") apply to any Dry Storage Agreement or similar contract (collectively "Agreement") by Island Marine, LLC, d/b/a The Boathouse, to provide dry storage for any boat.
2. "Vessel" as used in these Terms shall mean the boat described in the applicable Agreement, including its engines, accessories, equipment, electronics, tops, dinghies, tenders, covers, and all contents on or aboard the Vessel. "Owner" shall mean the person identified as such in the Agreement. "The Boathouse" shall mean Island Marine, LLC, along with its owners, officers, directors, employees, agents and affiliated companies. The Facility shall mean The Boathouse's premises, dry storage facility, docks, lifts, parking areas, offices, restrooms and other facilities. "Haul" shall include removal of boats from the water using boat lifts and similar equipment.
3. The Boathouse's services are limited to providing storage and in/out haul and launch service according to these Terms. The relationship between Owner and The Boathouse, including any relationship of bailor and bailee, shall be governed by these Terms.
4. The Vessel shall be hauled, stored, launched and otherwise handled at Owner's risk. The Boathouse shall have no liability for any loss or damage to the Vessel or any other property, even if the loss or damage is caused or contributed to by the acts or omissions of The Boathouse. Without prejudice to this disclaimer, the liability, if any, of The Boathouse for damage to Owner's Vessel or other property shall be limited to the cost to repair or replace the damage or loss, or five hundred dollars (\$500.00), whichever amount is less. The Boathouse shall have no liability for loss of use, loss of profits, or incidental or consequential damages in any form.
5. The Boathouse may from time to time establish and amend policies and procedures for the launching and hauling of vessels at the Facility and for the safe and orderly operation of the Facility in general, including the hours during which boat launches may be requested. Owner shall at all times follow those policies and procedures. The Boathouse may close some or all of the Facility for maintenance, repair, construction, and other business purposes, or because of inclement weather or other conditions. The Boathouse shall have no liability in the event boats cannot be launched or hauled due to breakdown of lifts and other equipment, including lifts taken out of service for maintenance or repair.
6. Vessels launched from storage must be moved from Facility docks within a reasonable time or The Boathouse may return them to dry storage. Boats returned to the Facility after use must be securely moored. Owner is responsible for any damage to the Vessel, the Facility or other boats or property should the Vessel come adrift from any dock or pier. Owner must leave a key to the ignition aboard the Vessel even if it is returned after hours, or else pay an extra handling charge to The Boathouse.
7. The Vessel will not be launched or otherwise released from storage at the request of anyone other than Owner or Owner's written designees.
8. The Boathouse may change storage assignments without advance notice.
9. No one, other than The Boathouse, will be allowed on board the Vessel while it is in storage without The Boathouse's consent.
10. The Boathouse makes no warranties or representations about the depth or safety of waters in and adjacent to the Facility, and has no responsibility for sounding or surveying those waters to establish their depth or to identify submerged obstructions and other hazards. Owner is responsible for ensuring that the water depths at the Facility are suitable for the Vessel, and assumes the risk of any submerged obstructions or other hazards.
11. The Boathouse makes no warranties or representations about the security of the Facility, either in general or with respect to Owner's assigned storage space, including any means of ingress or egress. The Boathouse has no obligation to maintain a security officer or watchman on the Facility at any time. Boats moored at the Facility after hours, including those left with a key in the ignition, are at their owners' sole risk.
12. Owner certifies that his description of the Vessel in the Dry Storage Agreement is correct and that he or she is the lawful Owner of the Vessel or is authorized to obligate the Vessel's owner to this Agreement. Owner shall notify The Boathouse in writing of any change of ownership of the Vessel.
13. The Boathouse shall not be liable for personal injury, loss of life, or damage to property, including, without limitation, the Vessel, due to the fire, theft, vandalism, collision, failure of The Boathouse's lifts or other equipment, windstorm, rain, hurricane, lightning, fire, or other casualty loss, waves, wakes, or propeller wash, or the negligence of The Boathouse including failure to flush engines or install drain plugs prior to launch. This provision shall apply regardless of whether the Vessel is on the Facility or being moved, hauled or launched, or while in the water moored to, or in the vicinity of, the Facility.
14. Owner shall be responsible for properly securing the Vessel's equipment including, but not limited to, antennas, transducers, trim tabs, bimini tops, outriggers, or other protruding equipment, and shall be responsible for all articles left in the Vessel. The Boathouse assumes no responsibility for protruding equipment and articles left aboard the Vessel.
15. The Boathouse does not insure any of Owner's property, family, guests, employees or agents or their interests. Owner shall maintain policies of hull insurance up to the full value of the Vessel, and liability and/or protection and indemnity insurance with limits of no less than \$500,000 per occurrence. Such policies shall also provide coverage for pollution and wreck removal, which shall name The Boathouse as additional insured. Proof of insurance must be filed annually at The Boathouse office.
16. Owner, for himself, his family, invitees, guests, employees, agents, heirs, assigns, and subrogees, hereby releases The Boathouse and agrees to indemnify, defend and hold The Boathouse harmless from any and all liability or loss on account of personal injury, loss of life, property damage (including, without limitation, the Vessel) or pollution, arising from or relating to use of the Facility adjacent waters, even if such liability or loss is caused in whole or in part by the negligence of The Boathouse or any person for whom The Boathouse is allegedly responsible under the law. Such indemnification shall include all costs, expenses, and reasonable attorney's fees incurred by The Boathouse in the defense of any claim or action, including any action brought by Owner, Owner's family, invitees, agents, heirs, assigns or subrogees.

17. Boat Owner may not cancel this Agreement except on one full calendar month's written notice to The Boathouse, with payment of all amounts then due. In the event of such cancellation, The Boathouse will refund a prorated portion of the Agreement Fee (if paid in a lump sum) based on the number of calendar months left in the Term as of the last day of the month of cancellation. No prorating within the individual month will apply.
 18. Upon expiration of the Term, Owner will promptly remove the Vessel from the Facility if so directed by The Boathouse. If the Vessel remains at the facility, Owner shall pay for storage and other services at the monthly rate then in effect, but must remove the Vessel promptly upon request by The Boathouse. Renewal for an additional term is by agreement and subject to adjustment of the Agreement Fee.
 19. Monthly storage charges are due and payable in advance on or before the first day of each month and are considered past due after that date. Time shall be of the essence as to all payments due under the Agreement. If monthly storage is not paid within ten (10) days after becoming due, a late charge of twenty-five dollars (\$25) will be applied to the bill. Interest on all unpaid charges due to The Boathouse shall bear interest at the rate of 18% per annum beginning 30 days from due date.
 20. The Boathouse shall have liens on the Vessel, under maritime and state law, to secure payment of all fees and charges due under the Agreement. The Boathouse may enforce its liens in court or extrajudicially by private or public sale, without notice to Owner. Owner hereby designates The Boathouse as its attorney-in-fact to sell the Vessel to enforce its lien by non-judicial sale. If The Boathouse must resort to any type of legal process in order to collect slip rental or other amounts due, it shall be entitled to recover from Owner, or against the Vessel, reasonable attorney's fees and all other costs of collection.
 21. Owner's violation of any of his obligations under the Agreement or these Terms shall constitute default by Owner. In the event of Owner's default, The Boathouse may terminate this agreement by sending notice of termination to Owner at the address given in the Agreement. Owner shall vacate the storage space, and remove the Vessel from the Facility, within three (3) days after receipt of notification of termination.
 22. If, after termination of the Agreement, Owner fails to remove the Vessel from the Facility as required, The Boathouse may, in addition to all other remedies provided by law, and at Owner's sole risk and expense:
 - A. Remove the Vessel from its storage space and store it elsewhere on the Facility, for which Owner shall pay The Boathouse's standard rate for such storage;
 - B. Launch the Vessel and move it, whether under its own power or by tow, to another wet or mooring or dry storage location, including anchorage, that The Boathouse may choose in its sole discretion;
 - C. Sell the Vessel at public auction or private sale without notice to Owner, Owner hereby irrevocably designating The Boathouse as its attorney-in-fact the purpose of selling the Vessel in the event of Owner's default.
- Owner shall not be entitled to possession of the Vessel, assuming the same has not been sold, until it has paid The Boathouse for all costs of handling or storing the Vessel, including, but limited to, wages, captain's and crew's fees, insurance premiums, dockage, and storage.
23. Any and all notices required by federal or maritime law or by the laws of the State of South Carolina may be transmitted to Owner at the address given in the Agreement or any written change of address provided by Owner.
 24. The Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which constituting one and the same instrument. The Agreement will not be a legally enforceable binding agreement until such time as a recognized representative of The Boathouse has executed the same.
 25. All personal pronouns used in the Agreement and these Terms shall include the other genders, whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever appropriate.
 26. Any waiver of any conditions by The Boathouse shall not be deemed to be a continuing waiver.
 27. The Agreement and these Terms represent the complete and fully integrated contract of the parties hereto and may be neither altered, amended, modified nor abridged except by an instrument in writing signed by all of the parties.
 28. The parties agree to execute such other and further documentation as may be necessary to carry out the intentions of this agreement.
 29. Handwritten or typewritten provisions inserted in the Agreement, agreed to by both parties, shall prevail over any contrary printed provisions.
 30. The Agreement, including these Terms, shall be governed by the General Maritime Law of the United States and other substantive laws (but not choice of law rules) of South Carolina. The exclusive forum for any dispute arising under the Contract shall be a court of competent jurisdiction in or embracing Beaufort County, South Carolina. Both parties waive any right to a jury trial.