



316 Lincoln St.
 Hingham, MA 02043
 781-749-3250
 www.3AMarine.com

STORAGE AGREEMENT

Name: _____ Email: _____

Address: _____

Phone 1: _____ Phone 2: _____

Boat (Yr/Make/Model): _____ Trailer(Y/N): _____

Storage Period (check one): Winter Season from October 15, 2019 to May 31, 2020
 Summer Season from June 1, 2020 to October 14, 2020

Owner(s) Insurance Carrier: _____

Address: _____

Agent: _____

$\$ 41.00 \times \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$
 RATE/FT. FT. TOTAL

This storage rental agreement is for the period selected in the check boxes above. Should the boat/trailer remain at 3A Marine Service past the expiration date of this contract, a daily storage rate of \$25. per day will be applied to the invoice.

TERMS OF AGREEMENT

1. The space is to be used at the sole risk of Owner. 3A Marine Service shall not be liable for the care or protection of the boat including gear, equipment, and contents, for any loss or damage of whatever kind or matter to the boat, contents, gear or equipment.
2. No insurance is carried by 3A Marine Service on Owner's boats or other property. Owner hereby releases 3A Marine Service from any and all claims for loss or damage however caused. The owner agrees to carry adequate and appropriate insurance coverage during the period of this Agreement. ***Owner agrees to provide 3A Marine Service with a copy of their current boat insurance policy or certificate showing both Hull & Liability coverage.**
3. In the event that any amount due hereunder shall remain unpaid for a period of thirty (30) days, 3A Marine Service shall be entitled to pursue all remedies available to it including enforcement of the lien granted by M.G.L. Chapter 225, Sections 14 and 14A. If 3A Marine Service shall employ an attorney to collect any balance due hereunder, including any actions upon liens against the vessel, reasonable attorneys' fees shall be paid by the Owner in addition to any other balances due for principle and service charges.
4. The Owner shall not remove the boat from 3A Marine Service premises until all sums due to 3A Marine Service are paid in full.
5. The breach of any term or condition hereunder or any rule or regulation of 3A Marine Service shall constitute a default and entitle 3A Marine Service to demand the immediate removal of the boat. If the Owner does not cause the boat to be removed within five (5) business days of demand, 3A Marine Service shall be entitled to remove the boat to another location at the Owner's expense. 3A Marine shall be entitled to retain all payments received in advance from the Owner in full and shall be entitled to any other remedies available to 3A Marine Service as

liquidated damages. The Owner shall be liable for all reasonable attorneys' fees incurred by 3A Marine Service as part of 3A Marine Service's damages.

6. **Abandonment Clause.** 3A Marine is to have no responsibility to provide space for, maintain, or obligation of any kind toward the vessel on any date after the rental period has expired. It is entirely the Owner's obligation to see that the vessel is removed from 3A Marine Service premises on or before the expiration of the rental period. In such case as the vessel is still on 3A Marine Service property after expiration of the rental period, the owner will be contacted by mail at his address given on this contract. The Owner will have fifteen (15) days from the date of mailing to remove the vessel and it is agreed that the vessel may thereafter be disposed of in any further way that 3A Marine Service sees fit. The cost of such disposal will be billed to the Owner and must be paid immediately. All values in salvage or sale of the vessel or any of its parts shall become the property of 3A Marine Service. The Owner further waives any requirement of statute law, or rule of court, that prior notice be given as condition of arrest of the boat pursuant to any in rem action which 3A Marine Service brings and stipulates and agrees that 3A Marine Service shall be entitled to be appointed custodian of the vessel and to keep the vessel for such purposes at its own facilities in the Commonwealth of Massachusetts, subject to the usual and customary expenses for similar services pending a final determination of such litigation. Owner is responsible for all reasonable attorneys' fees incurred by 3A Marine Services due to Abandonment.
7. 3A Marine Service shall not be liable for any damage to boats, trailers, motors, batteries, or articles left therein in case of any strike, riot, theft, rodent, fire, or act of God, which includes all elements.

Tenant(s) certify that the printed matter on both front and back of this contract has been read and the terms and conditions set forth herein are fully understood.

Signature(s): _____ Date: _____
Name

***Please submit a copy of your boat's insurance binder with your signed contract for our files. An updated copy is required for each renewal period.**