

# ALL BOAT REPAIR

730 Laconia Road  
Belmont, NH 03220  
603-267-7223 cell: 603-387-7704  
[hdionne@myfairpoint.com](mailto:hdionne@myfairpoint.com)

## Watercraft Storage Agreement

This agreement is made and entered into by **All Boat Repair** (hereafter "ABR") and \_\_\_\_\_ whose address is listed below (hereafter "OWNER").

In consideration of the obligation of OWNER to pay a storage charge to ABR as herein provided, and in consideration of the other terms and conditions hereof, ABR shall provide OWNER with outside storage for the following described watercraft (hereafter "BOAT").

Make of boat \_\_\_\_\_ State Reg. Number \_\_\_\_\_  
Residence Address \_\_\_\_\_  
Home phone \_\_\_\_\_ cell phone \_\_\_\_\_ email \_\_\_\_\_

OWNER shall pay to ABR \$ \_\_\_\_\_ for storage of BOAT from October 1<sup>st</sup> to June 15<sup>th</sup>. If OWNER does not utilize storage for the full period, the full charge shall be paid nevertheless, no refund will be paid. In the event storage extends beyond this time OWNER shall pay additional charges of \$50.00 per month, (unless prior arrangements are made with ABR in writing) any incomplete month will be charged as whole month. The storage charge will be paid at the time BOAT is left with ABR unless prior arrangements have been made. All service and storage fees **WILL BE PAID BEFORE BOAT CAN BE REMOVED FROM PREMISES.**

OWNER shall agree to have installed on all vessels, an outdrive or outboard lock. ABR will install lock at OWNER's cost and expense, if not previously so equipped.

OWNER shall agree that if it becomes necessary for ABR to incur costs in the recovery of storage fees, included, but not limited to, reasonable attorney fees and court costs, that OWNER shall be responsible for costs.

OWNER shall make sure all small valuables, i.e., portable electronic and navigational equipment are removed from the boat. **ABR will not be responsible for any personal items lost, stolen or damaged by an act of God.**

OWNER agrees hereto to hold ABR and others harmless and to indemnify ABR from any costs, expenses, losses, claims, demands, or liabilities, or attorney fees arising out of and injury to persons, or property loss or damage caused by OWNER or caused by guests or other persons accompanying OWNER, and OWNER shall be responsible for any damage to property of ABR and others, caused by OWNER, his guests, or persons accompanying OWNER.

Furthermore, **OWNER agrees that as a condition of this contract, he will provide insurance for all perils** and to provide a certificate of insurance to ABR. If certificate of insurance is not provided, then OWNER does not in any way waive any provisions of this agreement. In accord, if OWNER fails to provide said certificate of insurance, ABR has the option to terminate this contract. OWNER does and shall indemnify and hold ABR harmless from all losses, cost, claim, damage and expense including, but not limited to, reasonable attorney fees incurred by ABR as a result of any loss or damage to OWNER's boat, or any property contained therein, and/or OWNER's trailer, regardless of how said loss or damage is caused, unless said loss or damage is the result of any direct negligence by ABR or employee.

OWNER and ABR hereby agree that during the storage period unauthorized access to BOAT is prohibited. As such, OWNER will contact ABR by phone or by mail, to inform ABR if any person, firm or corporation, including OWNER, will be on premises. No brokerage firms or individuals acting as selling agents will be allowed to sell boats on the premises.

OWNER is under a duty to protect and indemnify ABR and others from any environmental liability damages or costs, resulting from OWNER's use of the subject premises. OWNER does and shall indemnify and hold ABR harmless from all loss, cost, claim, damages and expense including, but not limited to, reasonable attorney fees incurred by ABR as a result of any hazardous discharge on the premises during the term of this agreement which is caused by OWNER or OWNER's Boat.

This agreement does not constitute a lease of any portion of ABR property. The storage of the BOAT may be terminated and the BOAT removed from ABR property by ABR promptly after written notice to OWNER at the above address. Any terminations of storage and/or removal of the BOAT shall not affect or impair any lien rights of ABR for unpaid charges of any kind.

ABR shall have the right under this contract, to refuse to surrender to OWNER any boat which unpaid storage charges are due and owing. If ABR is forced to retain said boat or to take any other legal steps to enforce this contract, OWNER hereby agrees that he will be responsible for any and all costs, including attorney's fees and additional storage that result from OWNER's failure to pay the storage costs.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_, OWNER

\_\_\_\_\_, for ALL BOAT REPAIR

