



# NORTH HARBOR DIESEL & YACHT SERVICE, INC.

## STORAGE AGREEMENT

Name: \_\_\_\_\_ NHD Acct #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Alternate Cell phone: \_\_\_\_\_

Email 1: \_\_\_\_\_

Email 2: \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Registration /Official #: \_\_\_\_\_

Vessel Make: \_\_\_\_\_ Overall Length: \_\_\_\_\_

NHD slip #: \_\_\_\_\_ Yard #: \_\_\_\_\_

Key location / combo / vessel access (required) \_\_\_\_\_

As the Owner of said Vessel - by signing this Agreement, you agree to North Harbor Diesel and Yacht Service, Inc. policies which are designed to keep all parties involved with your Vessel in compliance with all rules and policies which assist the Company in protecting its facilities, customers, visitors, employees and the environment.

In Storage Yards NO CUSTOMER WORK IS ALLOWED AT ANY TIME. Please contact the Office with questions so other arrangements may be made for your vessel to be moved to a different location other than the Storage Yards.

NO subcontractors or outside vendors are allowed in Storage Yards to perform any work at all.

All Company-issued keys and pass cards must be returned at the termination of this Agreement. A replacement fee will apply.

You agree to pay \$ \_\_\_\_\_ per annum in Storage Yard fees plus applicable electricity fees. A one-time round-trip set-up fee of \$ \_\_\_\_\_ which includes the initial haul out, pressure washing of Vessel bottom and blocking of the Vessel in the facility. This also includes the fee for the last launch when leaving storage.

If you wish to use your Vessel, a haul or launch fee of \$ \_\_\_\_\_ each way will be charged while this agreement is in effect, Subject to change with 30 days' notice.

Indoor Storage vessels will also have a \$250.00 additional handling fee assessed once a year for the special handling of their vessels in and out of the building.

Re-block and/or lay day charges may be assessed. Rates available upon request.

All fees are due by the fifth (5<sup>th</sup>) of every month. In the event your account becomes past due, a finance charge will apply. North Harbor Diesel reserves the right to withhold launching your Vessel until the account is paid in full whether charges are for upland moorage, repairs, fuel, interest, or any other type of accounts receivable.

**While the Vessel is stored with the Company, you will keep appropriate hull and liability insurance in place and name North Harbor Diesel as an additional insured on the policy. The policy should have \$1,000,000.00 liability coverage at minimum. A current copy of said policy must be provided and maintained on file with North Harbor Diesel.**

The Company - while accepting your Vessel for Storage - shall not be held liable or responsible for any damage or loss to the vessel and/or personal property due to fire, theft, acts of nature or the malicious behavior of others.

You assume full responsibility and obligation to pay any fines or other charges from any parties or agencies, levied against you or North Harbor Diesel due to activities or discharges from your Vessel while in Storage or blocked in any of the other Company facilities.

Private property (such as ladders, dock boxes, etc.) in the storage space will be kept labeled, locked and secure. NHD is not responsible for any damaged/missing equipment for, on or around your vessel. Inform NHD of the combo/key in case access or movement is necessary or the lock will be cut.

The owner of said Vessel shall agree to keep the area around the Vessel clean, orderly, and free from all flammables, hazardous substances, and debris. Any NHD ladders, stairs, ladders, gangways, or other means of gaining access to vessels, will be used at Owners/guests own risk.

Either party, upon written thirty (30) days' notice to the other party, may cancel this Agreement. Charges will continue to accrue until the vessel is removed from the Company's property and account balances are paid in full.

If the vessel is removed before the end of the month, and 30 days' notice was not given to NHD, no refund for the remaining days will be given.

Monthly Storage Yard fees and launch rates may increase, and 30 days written notice from NHD shall be provided to the Owner.

The Company shall not be required to allow the Vessel to be used by anyone except the Owner unless notification is given to the Office.

The storage space provided by this Agreement shall not be assigned or sublet without NHD's permission. If necessary, NHD may re-assign your Vessel to a different storage space and by signing of this agreement you consent permission to re-block your Vessel without notification.

If the Vessel is connected to an electrical source on the Company's property, the vessel's outlets, all shore power connections, and cords involved will be of marine grade and quality. The Company makes periodic inspections relating to your Vessel and if it is deemed unsafe, will unplug the vessel and make all reasonable attempts to contact you for repair authorizations. The Company recommends that Vessel Owners **do not rely** on electrical power as their only source of protection from freezing in the winter months.

Vessels with stabilizers will be hauled on the Sea-lift at Owner's risk (unless errors occurred by a NHD employee). Vessels with stabilizers may have the option of choosing a travel-lift hoist (which is an added cost to an outside Contractor, to be determined at time of haul out/launch). Any Sea-Lift damage to the stabilizers will be paid for by the Vessel Owner – at reduced cost.

Owners who choose to be in indoor storage do so with the expectation that their vessel is unavailable until the spring of the following year. If a vessel needs to be removed the Owner agrees to pay for the time to empty the shop to access their vessel and then to put other vessels back into their indoor storage spots – this is

not an inexpensive endeavor and the expected minimal cost to perform this task is \$1,500.00 or more.

This Agreement will become effective upon the vessel’s haul out and placement in a Storage space (regardless of signed or not signed below) and remain in force until written notification is given to NHD stating a termination date. This rental period will automatically continue while the Vessel remains in storage and all charges are paid in full.

The Vessel Owner acknowledges and agrees that services provided by North Harbor Diesel entitle NHD to a maritime lien against the Vessel under the Federal Maritime Lien Act and other maritime laws, as well as state liens under Washington law.

The Owner agrees that these liens shall secure all amounts due to North Harbor Diesel under this Agreement or at law and that no release of possession shall waive or prejudice such liens.

In the event any sums due and owed to the Company hereunder remain unpaid - for a period exceeding sixty (60) days - the Company may, at its sole discretion (after notice by mail to the Owner, at their last known address) sell the vessel to satisfy the unpaid amounts owed. In such an event, the Owner hereby agrees to pay all late fees and interest charges, costs of sale and reasonable legal fees.

In the event North Harbor Diesel retains legal services - to enforce the terms and conditions of this Agreement or to obtain payment of any amounts due hereunder - the Owner hereby agrees to pay to North Harbor Diesel all costs and fees connected therewith.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any legal proceeding hereunder, at the option of North Harbor Diesel, shall be Skagit County, Washington.

If there is any breach of this Agreement or a direct violation of any North Harbor Diesel policies or rules, the Company can terminate it - at its discretion.

I have read this Agreement with North Harbor Diesel & Yacht Service to provide space for storage of my Vessel and understand and agree to the terms and conditions set forth herein.

Printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ NHD Representative: \_\_\_\_\_

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