



9045 Willows Road NE, Redmond, WA 98052
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2019 - 2020 Boat Storage Contract Agreement

This agreement for the storage of Boat and/or Trailer between O’Ryan Marine LLC (“O’Ryan Marine” Landlord) and the Tenant is not a bailment. This is a Storage Agreement only.

Tenant Full Name(s) _____
Email Address _____ Email Address _____
Mailing Address _____ City _____ State _____ Zip _____
Cell # _____ Home or Work # _____
Emergency Contact Name _____ Phone _____

Boat & Trailer Information

LOA _____ Color _____ Make _____ Model _____
WN# _____ Year _____ Trailer _____ Plate _____

Attach copies of boat registration and insurance.

Boat Insurance Information

Boat Insurance Carrier: _____ Policy # _____

A copy of Certificate of Insurance is attached here to and made a part of this contract. The Certificate of Insurance must have O’Ryan Marine listed as additional insured. **Initials: _____**
Insurance companies can fax to: Fax (425-556-7927) or email to ryan@oryanmarine.com

STORAGE PAYMENT

The monthly storage payment is as follows: monthly rate will be paid on a per month basis, with a 6 month minimum storage term. Payment is to occur on the first of every month with a check mailed directly to O’Ryan Marine, no invoices will be sent out. Payment can be made via check or credit card on a monthly basis, due on the 1st day of every month. If payment for storage is not received on or before the 5th of the month a 12% late fee will be automatically applied to your invoice. All storage fees must be paid in full upon pickup or delivery. If you cannot complete the entire Six months of storage, you will be charged for the full 6 months but allowed to get your boat from storage early, with 2 weeks advance notice. **Initials: _____**

BOAT WILL NOT BE RELEASED TO TENANT UNLESS ALL ACCOUNTS ARE CURRENT. Overdue accounts are subject to finance charges at an annual percentage rate of 12%.

1. O’Ryan Marine may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 30-days written notice to the address on file. Tenant may terminate the tenancy by giving O’Ryan Marine 30-days written notice but after the Six Month minimum tenancy has been completed.
2. This Boat and Trailer Storage Contract is not transferable or assignable by Tenant. No storage space may be subleased under any circumstances. Assigned storage shall be used solely for the storage of the boat and trailer described above.
3. O’Ryan Marine shall not be liable for any personal injury sustained by any Tenant, Tenant’s family, guests, visitors or agents while upon any of O’Ryan Marine premises, being expressly agreed by the Tenant to accept as Tenant’s own those risks and hazards related to shop, storage or warehouse area property or activities.
4. It is mutually agreed that when O’Ryan Marine accepts a boat or trailer for storage, that O’Ryan Marine shall not be held liable in any manner for the safekeeping or the condition of the boat and trailer, that O’Ryan Marine is not responsible

therefore as warehouseman and that the relation of the parties hereto shall be that of landlord and Tenant and that O’Ryan Marine shall in no way be responsible to Tenant for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to Tenant’s boat, trailer and/or personal items attached to or stored in Tenant’s boat and trailer.

5. If the Tenant remains in possession after expiration of the term hereof with O’Ryan Marine’s consent and without any written agreement of both parties, Tenant shall be a Tenant at will; and there shall be no renewal of the lease agreement by operation of law.

6. Should this lease agreement be canceled for any reason, O’Ryan Marine shall have the right of removing Tenant’s boat and trailer from any storage space. Said removal shall be at the expense of the Tenant. During any said removal, O’Ryan Marine shall not be liable to the Tenant for any damages to said boat and trailer or personal property attached thereto or stored in the boat and trailer.

7. Tenant agrees to maintain insurance on his/her boat and trailer and all related property and names O’Ryan Marine as Additional Insured on the current insurance policy.

8. Tenant acknowledges O’Ryan Marine does not carry insurance on the Boat and Trailer. Tenant warrants the Boat and Trailer is currently insured for storage and will remain insured under a hull and machinery policy or all-risk policy in an amount equal to the Boat and Trailer’s value for the duration of storage and Tenant warrants the Boat and Trailer has in addition third party liability insurance coverage of at least \$500,000 per occurrence. Tenant further accepts responsibility for any injuries to persons or damages to other Boat and Trailer or O’Ryan Marine’s property or off-site storage caused by the Boat and Trailer.

9. Responsibility. Tenant acknowledges that Tenant is responsible for the Boat and Trailer and any persons brought to O’Ryan Marine by Tenant or otherwise present at O’Ryan Marine as Tenant’s invitees. Tenant agrees and understands that O’Ryan Marine shall not be held in breach of contract or negligent for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the Boat and Trailer and its contents. This exclusion of any claim by Tenant and Tenant’s invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Boat and Trailer Storage Contract and storage of the Boat and Trailer at O’Ryan Marine or an off-site storage facility, regardless of whether caused O’Ryan Marine’s or its agents’ acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.

10. Cancellation of Boat and Trailer storage must be paid in full and mailed in writing at least 30 days prior to the date of cancellation, however the minimum 6 Months payment are still required in full.

11. The Total Storage Payment Due must be paid in full upon pickup for storage charges for extended periods, plus any ancillary charges such as winterizing, bottom washing, shrink wrapping, and other O’Ryan Marine’s yard work, plus finance charges, are all due upon billing to Tenant.

12. Tenant agrees that any unpaid amounts due O’Ryan Marine under the previous paragraph constitute a maritime lien on the Boat and Trailer in favor of O’Ryan Marine. While O’Ryan Marine is entitled to foreclose its lien in an lawsuit against the Boat and Trailer and to prosecute an lawsuit against the Tenant for unpaid amounts due, if Tenant does not pay all unpaid amounts due and remove the Boat and Trailer after written demand to do so, Tenant agrees that O’Ryan Marine in addition may at its option sell the Boat and Trailer non-judicially to recover unpaid amounts due and take such other steps as O’Ryan Marine deems appropriate to remove the Boat and Trailer from O’Ryan Marine’s premises, including disposal of the Boat and Trailer. Tenant agrees to pay O’Ryan Marine’s reasonable attorneys’ fees and costs incurred in enforcing the provisions of this paragraph and contract.

13. Disputes. Venue for any lawsuits arising from this Boat and Trailer Storage Contract shall be, at O’Ryan Marine’s sole discretion, in King County Superior Court.

14. THE TERMS AND CONDITIONS ON ALL PAGES OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN TENANT AND O’RYAN MARINE AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THE BOAT AND TRAILER’S STORAGE WHICH IS NOT INCLUDED IN THIS CONTRACT.

TENANT has read the Boat and Trailer Storage Contract in its entirety and agrees to all of the preceding pages of the O’Ryan Marine Storage Terms and Conditions Contract Agreement and agrees to them.

Tenant Signature	Tenant Print Name	Date
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Acknowledged by O’Ryan Marine Representative	Print Name	Date
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Attach copies of boat registration and insurance.