

# INSIDE BOAT STORAGE AGREEMENT

Customer Number \_\_\_\_\_

THIS AGREEMENT made this day \_\_\_\_\_ of \_\_\_\_\_, 2007 between APPLE MARINE, INC., dba DELAWARE MARINE, Delaware, Ohio (hereinafter called "Dealer") and \_\_\_\_\_ (hereinafter called "Owner")

WHEREAS, Owner owns a Boat, Motor, and/or Trailer with certain accessories thereto, which is described as follows: (OH Reg. Number, year, description of Boat, motor, serial numbers, etc) \_\_\_\_\_

(Hereinafter collectively called the "Boat"); and

WHEREAS, Owner desires to store, and Dealer agrees to accept for storage, the Boat upon the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Dealer agrees to accept the Boat for storage in an inside storage space upon advanced payment by Owner of a storage fee of \$ 350.00 or \$ 400.00 + tax for the storage period of October 1, 2007 to March 30, 2008.
2. Owner shall take all steps necessary to prepare the Boat for storage including removing the hull plug prior to delivery of the Boat to Dealer for storage or contract with Dealer for such winterization services.
3. Owner shall remove from the Boat all items of personal property not covered by the terms of this agreement prior to delivery of the Boat to Dealer for storage.
4. The storage provided by this agreement shall be solely at Owner's risk and Owner hereby releases Dealer of all liability for any loss or damage to the Boat and any other property of Owner whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of Dealer or any of Dealer's employees, agents, licensees or invitees.
5. In the event Owner shall change Owner's place of residence as set forth in the storage agreement, Owner shall give Dealer written notice of any change within ten (10) days of the change, specifying Owner's current residence and telephone number.
6. Dealer reserves the right to move the Boat to any other storage space as Dealer may find necessary.
7. Owner shall hold harmless Dealer, its agents and employees, from and against any expense (including, without limitation, legal and collection fees) loss or liability suffered or incurred by Dealer or any third party as a result of or in connection with any breach by Owner of Owner's obligations as set forth in this agreement. **Owner shall carry insurance** against loss by fire, theft, windstorm and other damage or loss which may occur during the rental period or as a result of Owner's failure to carry out Owner's obligations under this agreement.
8. Owner's Boat will be subject to a claim of a lien in favor of Dealer. If rent or other charges due are delinquent 14 days after the due date. Dealer may terminate Owner's right to use of and/or access to the premises and the property may be sold, destroyed, or otherwise disposed of by Dealer in accordance with Ohio revised code sections 1541.03 and 125.13. The rights provided by sections 1541.03 and 125.13 are in addition to all rights allowed by law to a creditor against his debtor. Owner expressly consents to the Dealer taking full control of the Boat stored on the premises if Owner defaults in any way under this agreement.
9. This storage agreement shall terminate at the expiration date stated within. Either party may terminate this agreement by giving the other party ten (10) days written notice by certified mail. In the event the Owner terminates prior to the expiration of the storage period or in the event Dealer terminates due to default of Owner in the performance of the terms and conditions of this agreement, any storage fee paid by the Owner shall be retained by Dealer and shall not be refunded or prorated. Upon termination of this storage agreement, Owner shall promptly remove the Boat from the premises. If not removed within 30 days, it shall be deemed abandoned and subject to a \$75.00 inventory fee, \$2.00 per day storage fee; and Dealer may cause the boat to be sold, destroyed, or otherwise disposed of in accordance with Ohio revised code sections 1541.03 and 125.13. The cost of early removal from inside storage shall be \$150.00 per hour unless prior arrangements were made at time of contract signing.

Signature of Boat Owner \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Phone (H) \_\_\_\_\_ Phone (W) \_\_\_\_\_

**REGULAR**  
Storage Fee \$ 400.00  
Sales Tax \$ 27.00  
Total Fee \$ 427.00

**SPECIAL\***  
Storage Fee \$ 350.00  
Sales Tax \$ 23.63  
Total Fee \$ 373.63

**APPLE MARINE, INC. dba Delaware Marine**  
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Paid \_\_\_\_\_  
Paid Via \_\_\_\_\_

**\*SPECIAL** requires  
boat to be winterized by  
Delaware Marine