

Mathews Brothers Boat Storage Contract

IndoorBoatStorage OutdoorBoatStorage

408 North 10th St, Denton, MD 21629

(410) 479-9720 fax:(410) 479-9722

Storage Contract # _____

Name (Facility User) _____

Address _____

City _____

State _____ Zip _____

Telephone _____ Work _____ Cell _____

Email address* _____

*ALL INVOICES WILL BE EMAILED UNLESS WE ARE SPECIFICALLY TOLD OTHERWISE

Boat Information

Type/model/year of boat _____

Boat Name _____

Length over all (if trailered, length of boat and trailer) _____

Beam _____ Type of engine & fuel _____

Head or port-a-potty? _____ (customer responsible for pump-out)

Boat's Insurance Carrier : _____ Phone: _____

(MUST PROVIDE)

Please Circle One

IndoorBoatStorage*

Seasonal Storage (6 months):

\$6.50/sq.ft. for the season

Length over all _____ x

Beam _____ = _____ x

\$6.50 = _____ season total

\$250.00 deposit to hold space

OutdoorBoatStorage**

\$2.00 per linear foot

labor and blocking extra

Length over all _____ x

\$2.00 = _____ monthly fee

Approx. # of mos. _____

\$75.00 deposit to hold space

*One half of the season total to be paid 30 days from date boat arrives, balance billed Jan.1, due upon receipt. All fees must be paid in full before boat leaves premises. General storage season from November 1 to April 31.

**Monthly storage fees are billed on the 15th prior to the next month of storage and is due upon receipt. All fees must be paid in full before boat leaves premises.

Signature denotes acceptance of all rules and regulations stated on the reverse of this form.

Facility User

Date

Rules and Regulations

The undersigned hereby agrees to the following rules and regulations specified herein by Mathews Brothers (hereinafter MBLLC):

1. No work is allowed on the boats inside the storage area other than by MBLLC personnel or their authorized contractors and subcontractors.
2. Any work to be done to the boats on premises is to be contracted through MBLLC, or a subcontractor authorized by MBLLC.
3. All holding tanks and/or port-a-potty's must be emptied at a proper pump-out facility before the boat is picked up or brought to MBLLC. Facility user understands that MBLLC does not have a pump-out facility and will not accept any boat that has not complied with this provision.
4. Facility User agrees not to store or to permit the storage of dangerous, leaking items or materials in the Storage Facility nor to permit any items or materials to be stored in a manner which may cause damage to the Facility.
5. While Facility User's boat is stored in the Storage Facility, MBLLC shall have the right without prior notice to Facility User to enter the boat for the purpose of inspecting the boat to ensure that it is not damaging the Storage Facility or presenting a risk to the Facility or other items stored in the Facility. If emergency conditions dictate, MBLLC shall have the right to effect emergency repairs to prevent damage to Storage Facility and items stored in the Facility. If items stored by Facility User constitute a health or environmental hazard or a danger to the physical structure of the Warehouse, Warehouseman shall have the right and authority to have such items removed and the costs of such removal shall be the responsibility of Facility User.
7. Facility User shall be in default upon the happening of any of the following: (a) Rent is not paid as due and in the amount due; or (b) any of the covenants and conditions of this Agreement are not performed as agreed or when due; or (c) hazardous conditions caused by storage of the boat exist at or in the Storage Facility.
8. Remedies available to MBLLC for breach of this contract shall include all those remedies available under the laws of the State of Maryland. Further, MBLLC shall have the specific right, power, title and authority to move, to dispose of by sale or other method, any and all stored items, materials, equipment, cargo, inventory or commodities which remain in or at the Storage Facility following the sooner date of the termination of this Agreement or thirty (30) days after any failure of Facility User to pay rent as agreed. Any amount realized from such disposition by MBLLC which is in excess of the amount or amounts owed by Facility User to MBLLC shall be paid over to Facility User within sixty (60) days of such disposition. In addition to the contractual rights of MBLLC herein agreed to, Facility User also acknowledges and agrees that Warehouseman has an absolute right to a warehouseman's lien, including reasonable attorney's fees for the enforcement of same, to secure any payments due from Facility User under this Agreement. Facility User hereby grants to MBLLC a security interest in any stored items, materials, equipment, cargo, inventory or commodities to the extent of the full amount owed by Facility User to MBLLC under this Agreement. If requested by MBLLC, Facility User shall prepare and execute a financing statement for filing as may be applicable.
9. Either party may terminate this Agreement by giving the other party thirty (30) days prior notice of such termination. At the conclusion of said 30 day period, Facility User agrees that MBLLC shall no longer have any responsibility for Facility User's boat and/or property stored in the Storage Facility.
10. Any notice required or allowed by this Agreement shall be made by personal service, registered or restricted delivery by United States mail, national courier service with registered delivery and shall be deemed effective only upon receipt by the party to whom notice is directed.
11. Facility User agrees to defend, indemnify and hold harmless MBLLC from any federal, state, or private party claim, lawsuit, settlement, judgment, penalty, fine or other cost, and reasonable attorneys' fees which may result, arise or be caused from the use and occupation of the Storage Facility by the Facility User.
12. Facility User shall maintain an insurance policy or policies which provide a minimum aggregate amount of \$ 300,000, and a certificate of insurance must be furnished to MBLLC as the certificate holder. The facility user guarantees that insurance will be maintained for the duration of the storage contract
13. This Agreement shall be subject to and construed according to the laws of the State of Maryland, except where the laws of Maryland may be superseded by federal environmental laws.
14. This Agreement contains the entire agreement between the parties regarding the subject matter and may be changed only by subsequent written instrument signed and agreed to by both parties.