

A/R _____
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R.O. _____
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SP # _____
SC # _____
Contract # _____

Boat Storage Contract

And Security Agreement

Return Fax: 435-788-2303 Phone: 435-788-2142

Email: Service@Offshoremarina.com

THIS AGREEMENT, dated as of this _____ day of _____, 20____, between _____ hereinafter called "Owner", and OFFSHORE MARINA, INC., a Utah corporation, hereinafter called "Offshore".

Owner's Address: _____

City, State, Zip: _____

Home Phone: _____

Work / Cell Phone: _____

Fax #: _____

Boat - Year & Make: _____

Length: _____

Color: _____

State Regist. #: _____

Trailer - Year & Make: _____

Length: _____

Color: _____

Trailer License #: _____

Open Storage: _____

Covered Storage: _____

Enclosed Storage: _____

Private Storage: _____

Ser. #: _____

Storage Rate: \$ _____ per month / per year. Offshore retains the right to change the storage rate at its sole discretion. Payment has been received for first month's prorated storage in the amount of \$ _____.

The term "Boat" is hereinafter defined to include the boat described above, its contents, attachments, equipment, and any trailer stored at Offshore dry storage or shop area located near mile marker 30 on Highway 276, Garfield County, State of Utah.

WITNESSETH

1. Offshore hereby leases to Owner, and Owner hereby rents from Offshore, a dry dock storage space for the above described Boat, at the rates set forth above.

____ 2. Storage of the Boat shall be at Owner's sole risk. Owner shall maintain adequate insurance on the Boat and shall take all necessary precautions to secure the Boat while stored on Offshore premises.

3. Although Owner shall be entitled to the exclusive occupancy of a storage space at the Offshore facility, at Offshore's convenience, and from time to time Offshore may move the Boat to different spaces located in its storage area. Notice of such movement will not be provided to Owner.

4. Owner agrees to hold harmless and indemnify Offshore for any and all losses, damages, demands, causes of action or liability of any kind, including attorney's fees, for injuries to any person or property, by reason of any act or failure to act on the part of the Owner, his agents, employees, invitees, bailees, and guests in the use or storage of the Boat.

5. The storage area is provided in an "AS IS" condition. Storage shall be limited to one boat per space, except specific Private storage. Only the Boat described above, registered in the name of the Owner, shall be stored pursuant to this Agreement.

____ 6. Payment of all invoices is due upon receipt and all accounts must be paid in full before the Boat may be removed from the premises. Owner acknowledges it is his/her responsibility to obtain reimbursement for all warranty claims. Storage rates, monthly or annual, are payable in advance and are non-refundable. Non-receipt of an invoice shall be no defense for liability to make payment for the rental of the storage space as specified herein.

7. Offshore shall have the right to terminate this Agreement upon notification to Owner that he is in default of the terms of this Agreement or in violation of the Rules and Regulations of Offshore. Written notice thereof shall be given to Owner at the address set forth above, and Owner shall have ten (10) days from the date of such default or violation to cure the default or violation and to remove the Boat during normal working hours. **Only one written notice of any default or violation shall be given by Offshore to Owner.** In the event Offshore terminates this Agreement, rental payments will be prorated and any excess shall be refunded after the deduction of impound fees, costs incurred by Offshore, and any other amounts owed to Offshore by Owner.

8. The Boat will not be released to anyone other than Owner without proper authorization. Offshore shall not be liable to owner for releasing the Boat to a third-party if it has a good faith belief that Owner has authorized the release. The following are Authorized Users of the Boat:

[a] _____ [b] _____ [c] _____

9. In the event the Owner does not remove the Boat from the premises upon the expiration of the term of this Agreement, the Agreement shall continue on a month-to-month basis, provided Owner is not otherwise in default and he shall prepay the monthly storage charge.

10. All amounts due hereunder shall be subject to a **FINANCE CHARGE OF 2% PER MONTH**, if not received by Offshore within 5 days of their due date.

11. **NOTICE.** At its sole option, Offshore may sell or otherwise dispose of the Boat stored under the terms of this Agreement if, after 30 days of receipt of demand for payment of past due amounts, owner has not delivered full payment of said amounts to Offshore. Any funds in excess of the amount due and reasonable costs resulting from the sale or disposition of the Boat will be forwarded to the Owner within 12 months of sale or disposition of boat.

12. The Owner hereby certifies that the following lienholders are the only persons with any interests in the Boat other than Owner:

_____ 13. Offshore operates under environmental regulations, outlined in Attachment A, which preclude Owners from performing work on their Boat which may cause any spill or environmental impact. Should a spill or environmental impact occur due to negligence on the part of Owner, his agents, employees, invitees, bailees and guests, Owner will be subject to fines and assessments to include, but not limited to, costs incurred by Offshore, attorneys fees or other assessments with regard to an environmental violation.

14. Owner hereby grants to Offshore a possessory lien upon the Boat stored pursuant to this Agreement regarding any unpaid fees due and owing for rental of the storage space or for repairs or other services provided in relation to said Boat. Owner further agrees that the lien may be foreclosed under the terms and conditions of Utah Code §38-8-3 in the event enforcement and foreclosure of this consensual lien becomes necessary. At the election of Offshore this Agreement may also be considered a security agreement within the meaning of the Utah Uniform Commercial Code, Secured Transactions, with the Boat being held as security by Offshore for payment of all amounts due for storage hereunder, as well as all other charges and assessments made by Offshore for services and products provided by the operations described in Paragraph 15 and 16, below. Offshore shall have the right to retain the Boat in its possession and to exercise all rights and remedies with respect to the Boat secured hereby as set forth under either Utah Code §38-8-3 or the Utah Uniform Commercial Code, including, but not limited to, the right to sell said Boat or make other disposition thereof to pay all outstanding obligations on the part of Owner to Offshore.

Owner shall have personal responsibility and liability for, and the Boat shall serve as security for, all costs, demands, charges and accounts due and owing to Offshore from services provided in relation to the use and/or storage of the Boat by Owner, his invitee, guests or other authorized persons. All services provided to authorized persons utilizing the Boat shall be deemed to have been incurred directly by Owner, and shall constitute his personal obligation.

The Owner agrees to execute such financing statements and other documents as shall be required by Offshore to perfect its security interest in the Boat to pay for the charges set forth in this Agreement, including but not limited to appropriate disposition of, and notation on, the title to said Boat.

15. The services provided by Offshore under this Agreement in exchange for the foregoing rental includes the use of one dry dock space, owned by Offshore. It is understood that the dry dock space shall be open weekdays during the hours of 8:00 a.m. to 5:00 p.m.; weekends during the hours of 8:00 a.m. to 5:00 p.m.; and that unless other arrangements, acceptable to Offshore, are made in advance there shall not be a dry dock attendant available to accept or release boats at any other time.

Other than the use of said dry dock space, on the basis described in this Paragraph, no other services shall be provided under this Agreement in consideration for the rental set forth on the front of this Agreement.

16. Offshore provides launch and retrieval services for hire to the public, operates a convenience store and deli, a boat repair shop, and a gasoline station on the premises of the dry dock compound. Separate charges will be assessed to the Owner for any services or products provided to the Owner, his guests, invitee, and/or for the direct or indirect benefit of the Boat or its use from these additional operations in accordance with Offshore's customary charges, which charges shall be in addition to the rental fee paid as set forth on the front of this Agreement.

17. Authorized personnel shall park the Boat in the above-described dry dock space and store the same. It is understood that all Open Storage space is uncovered and exposed to the elements and all Covered Storage space has limited cover from the elements, and that the Boat will be similarly exposed. Owner shall take whatever precautions which he deems necessary and prudent to protect his Boat and all related equipment from damage caused by the elements, and Offshore shall have no liability whatsoever for any damage caused thereby.

18. Offshore, its employees and officers shall have no liability to Owner for the theft, damage or vandalism of the Boat or its contents while in the dry dock compound or while being transported by Offshore. Owner hereby holds Offshore, its employees and officers harmless and indemnifies Offshore, its employees and officers against any and all losses, damages, or causes of action associated with the storage and/or transportation of the Boat. Owner agrees to hold harmless and indemnifies Offshore, its employees and officers from any and all losses, damages, demands, actions, causes of action, or liability of any kind for injuries to any person or property resulting from the storage and/or transportation of the Boat; and Owner hereby agrees to hold harmless and indemnify Offshore, its employees and officers from any and all losses, damages, demands, causes of action or liabilities to any person or entity by reason of any act or failure to act on the part of Owner, his agents, employees, invitee or guests in the use or storage of the Boat.

19. **TERM.** This Agreement is for a term of twelve (12) months beginning with the month stated on the front of this Agreement. This Agreement will automatically renew from year to year unless canceled by either party.

20. **CANCELLATION:** This Agreement may be canceled by either party by the sending of a written Notice of Cancellation 30 days prior to the effective date of cancellation. All amounts due Offshore for, including but not limited to, storage, maintenance, repairs, parts or other services must be paid before the Boat can be removed from Offshore's facility. In the event the Boat remains at Offshore's facility after the effective date of cancellation, Owner agrees to pay storage fees in effect at the time of cancellation.

IN WITNESS HEREOF, the undersigned have executed this agreement the day and year first above written.

OWNER

OFFSHORE MARINA

By: _____

By: _____

Title: _____



Attachment A

Environmental Rules and Regulations for Owners of Boats stored at Offshore Marina

The following rules are in effect at Offshore Marina. You must advise the Storage Office of any work you are going to be performing on your boat.

Owners are not allowed to do the following on their boats:

1. Spray painting
2. Welding
3. Pressure washing
4. Discharge of any engine water or fluid, holding tank contents, grey water, chemicals of any type of cleaners of any type onto the ground.
5. No draining of fuel tanks

There can be no discharge of engine water or fluids onto the ground. The engines can be run by Offshore at their shop or owners can rent our engine tank cart for a fee through a Service Authorization.

Cleaning, repair or painting on the outside can be done only with ground cover of sufficient strength to contain any discharge or spill.

Mechanically, you can perform any service as long as no petroleum product touches the ground through the use of secondary containment measures and a ground cover.

All trash, cleaning and/or repair materials, used oils, etc., must be removed from the premises by owner.

Also, pets are only allowed on property if they are kept confined or on a leash at all times. No animal is to be loose on Offshore property.

No motorcycles or ATVs are to be ridden on Offshore property.

Violation of any of these rules may result in fines being assessed, your storage contract cancelled and your boat removed from our premises. A \$2000.00 environmental impact fee may also be charged if owner and/or their guest(s) cause any environmental impact or spill on Offshore premises. If you have questions about what you can and cannot do, please contact the Storage Office before beginning work.