DAVE’S OUTBOARD LLC

**DAVE’S OUTBOARD / N1388 CTY HWY MD, SARONA, WI. 54870 / 715-354-3430 / 715-354-7261 FAX**

**BOAT STORAGE AGREEMENT**

THIS BOAT STORAGE AGREEMENT (“Agreement”), dated as of this\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, is by and between Owner, as defined below, and DAVE’S OUTBOARD.

Owners’ Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Spouse Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cabin Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Year:\_\_\_\_\_\_\_\_ Boat Make:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Registration #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Length:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trailer Make:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Trailer Color:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above described boat is hereinafter referred to as the “Boat” and is defined to include the boat described above, its contents, attachments, equipment and trailer.

It is acknowledged by all parties to agree to the following:

* **Storage Rental:** Dave’s Outboard hereby leases to Owner, and Owner hereby rents from Dave’s Outboard, a storage space for the Boat, at the Storage Rate, defined below. Dave’s Outboard’s authorized personnel shall park the Boat in the storage sheds. It is understood that all storage areas have dirt floors and are not completely rodent free; Boats will become dusty and may have rodent damage. Owner shall take whatever precautions which he deems necessary and prudent to protect his Boat from damage, and Dave’s Outboard shall have no liability whatsoever for any damage caused thereby. **Owner MUST provide a two(2) week notice prior to the date the boat is to be put in the water.**
* **Storage Rate:** The Owner shall pay to Dave’s Outboard an amount equal to $\_\_\_\_\_\_\_\_\_\_per year for the storage services provided by Dave’s Outboard to Owner . The Storage Rate is taxable. Dave’s Outboard retains the right to change the Storage Rate at its sole discretion. Payment of all invoices related to the Storage Rate are due upon receipt by Owner and all accounts must be paid by Owner in full before the Boat may be removed from the Dave’s Outboard premises.
* **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 by providing notice of such cancellation to the other party.
* **Insurance Requirement:** Owner’s storage of the Boat shall be at Dave’s Outboard facilities shall be at Owner’s sole risk. Owner shall at all times maintain adequate insurance on the Boat and shall take any and all necessary precautions to secure the Boat while stored on Dave’s Outboard premises. Owner acknowledges it is Owner’s responsibility to obtain reimbursement for all insurance claims.
* **WAIVER OF LIABILITY AND INDEMNIFICATION:** OWNER’S STORAGE OF THE BOAT SHALL BE AT OWNER’S SOLE RISK. DAVE’S OUTBOARD, ITS EMPLOYEES AND OFFICERS SHALL HAVE NO LIABILITY TO OWNER FOR THEFT, DAMAGE OR VANDALISM OF THE BOAT OR ITS CONTENTS WHILE IN STORAGE OR WHILE BEING TRANSPORTED BY DAVE’S OUTBOARD. OWNER HEREBY HOLDS DAVE’S OUTBOARD, ITS EMPLOYEES AND OFFICERS HARMLESS AND INDEMNIFIES DAVE’S OUTBOARD, 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 DAVE’S OUTBOARD, ITS EMPLOYEES AND OFFICERS FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, ACTIONS, CAUSES OF ACTION, OR LIABILITY OF ANY KIND FOR INJURIES TO ANY PERSONS OR PROPERTY RESULTING FROM THE STORAGE AND/OR TRANSPORTATION OF THE BOAT; AND OWNER HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY DAVE’S OUTBOARD, 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.

**RATES**

**15’ AND UNDER - $310+tax**

**16’ – 19’ - $400+tax**

**20’ AND OVER – $485+tax**

**OUTSIDE - $190+tax**