

### 33 Emerson LLC – Storage Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ between 33 Emerson LLC, 33 Commercial Street, Gloucester, MA 01930 (hereinafter called "33 Emerson") and (name) \_\_\_\_\_ of (address) \_\_\_\_\_ (hereinafter called "Owner") WHEREAS, Owner owns a Boat, Motor, and/or Trailer with certain accessories, which is described as follows:

Registration. No./USCG No.: \_\_\_\_\_ Trailer License Plate No.: \_\_\_\_\_

Length: \_\_\_\_\_ Year: \_\_\_\_\_ Make/Model/Description: \_\_\_\_\_

Other: \_\_\_\_\_

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

1. 33 Emerson agrees to accept the Boat for storage in an outside storage space upon advanced payment by Owner of a storage fee of either:
  - a. \$1,800.00 for twelve (12) months from \_\_\_\_\_ of 202\_\_ through \_\_\_\_\_ of 202\_\_.
  - b. \$1,200.00 for four (4) months from June through September of 202\_\_.
  - c. Other: \_\_\_\_\_.
2. 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 33 Emerson for storage.
3. The storage provided by this agreement shall be solely at Owner's risk and Owner hereby releases 33 Emerson 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 33 Emerson or any of 33 Emerson's employees, agents, licensees or invitees.
4. In the event Owner shall change Owner's place of residence as set forth in the storage agreement, Owner shall give 33 Emerson written notice of any change within ten (10) days of the change, specifying Owner's current residence and telephone number.
5. 33 Emerson reserves the right to move the Boat to any other storage space as 33 Emerson may find necessary.
6. Owner shall hold harmless 33 Emerson, its agents and employees, from and against any expense (including, without limitation, legal and collection fees) loss or liability suffered or incurred by 33 Emerson 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.
7. Owner's Boat will be subject to a claim of a lien in favor of 33 Emerson. If rent or other charges due are delinquent 14 days after the due date. Owner expressly consents to the 33 Emerson taking full control of the Boat stored on the premises if Owner defaults in any way under this agreement.
8. 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 33 Emerson 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 33 Emerson and shall not be refunded or prorated. Upon termination of this storage agreement, Owner shall promptly remove the Boat from the premises.

Assigned spot # \_\_\_\_\_