

TERMS AND CONDITIONS

1. **Definitions:** "Owner" means the person or entity signing on the reverse side, "Seaview " means Seaview Yacht Service Fairhaven, Inc., "Vessel" means the vessel identified on the reverse side, and "Agreement" means this Dry Storage Contract (front and back).
2. **Owner's representations:** Owner represents (1) he is the owner of the Vessel or has been authorized by the Owner of the Vessel to enter into this contract; (2) has read and agrees to comply with the Seaview Yard Policies and BMPs; (3) the Vessel has, and will maintain during the storage term hull insurance with an agreed value no less than its current market value and liability insurance with limits no less than \$500,000
3. **Rent and Launching at end of term:** Owner shall pay rent monthly in advance at the rate set out in this Agreement. Deposits and advance rent are nonrefundable. All charges must be paid in full before the Vessel shall be launched. Time is of the essence. Owner's right to store the Vessel is for the agreed term only. If Owner fails to schedule a launch, extend, or pay all charges then due before the end of the term, Owner shall be in default; and, in addition to all other remedies available to Seaview at law or by this Agreement, rent for all holdover days shall be charged at Seaview's daily storage rate then in effect. Any rent payment more than ten days past due shall be subject to a late charge of five percent; interest at the lesser of (1) twelve percent, or (2) the maximum allowed by law; and collection costs, including reasonable attorney's fees incurred in collection efforts. Any returned checks shall be subject to a \$50.00 charge.
4. **Insurance:** Before haul out, Owner agrees to have the Vessel's insurance company (1) add Seaview as an additional insured with waiver of subrogation on the Vessel's policy, (2) provide an insurance certificate to Seaview, and (3) give Seaview at least twenty days advance notice of any cancellation, termination, or modification.
5. **Seaview's lien rights:** Owner acknowledges and agrees the services provided by Seaview entitle it to a maritime lien against the Vessel under the Federal Maritime Lien act and other maritime laws, as well as state liens under Washington law. Owner agrees that the liens shall extend to and secure all amounts due Seaview under this Agreement or at law and that no release of possession shall waive or prejudice such liens.
6. **Owner's Hold harmless:** Owner, for himself, the Vessel, and any person claiming by or through him, and the Vessel in rem, hereby agree to defend, indemnify and hold harmless Seaview, its owners, employees contractors, and agents for any liabilities or damages, claims, fines, penalties, liquidated damages, (including any oil pollution, hazardous substance, or water discharge liabilities, damages, claims, fines, penalties, cleanup costs and Natural Resources Damage Assessments and the like under state and federal law) in anyway arising out of Owner's acts or omissions or any defects or conditions on or within the Vessel.
7. **Seaview's obligations, disclaimers, and limitation of remedies:** The parties agree that this Agreement does not create a common law or maritime law bailment. However, subject to the following conditions, Seaview agrees to exercise such care of the Vessel as a reasonably careful person would exercise under like circumstances. However, Seaview shall not be liable for loss or damage, due to force majeure or which could not have been avoided by the exercise of due care. Any claim for loss or damage must be made within sixty days of the date the Vessel is released to Owner. Seaview shall not be liable for loss of use of the Vessel or any incidental or consequential damages. Seaview's maximum liability shall not exceed the lesser of (1) the market value of the Vessel when at the time the storage term first began, or (2) \$250,000. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SEAVIEW DISCLAIMS ALL LIABILITIES AND WARRANTIES, EXPRESS OR IMPLIED, UNDER STATE OR MARITIME LAW. In the event Owner desires higher liability limits, Owner must request the increase within a reasonable time after the storage term begins. Any increase in the liability limit will result in an increase in the monthly storage fee.
8. **Default and remedies:** The occurrence of any of the following events shall constitute a default under this Agreement: (1) breach by either party of this Agreement, including the Yard Policies and BMP agreement; (2) failure of Owner to pay when due all amounts owed under this agreement; (3) failure of Owner to schedule a launch or extend the storage term by paying the advance amount due by the end of the agreed storage term; (4) any act or omission by Owner, which causes any of the representations made in paragraph 2 to be false; and (5) any act or omission by Owner or the Vessel, which constitutes a tort against Seaview or third parties. Upon any default by Owner or the Vessel; Seaview, in addition to all other remedies under maritime or state law; Seaview, in its sole discretion, may (1) terminate this Agreement, (2) retain possession of the Vessel until fully paid; (3) move vessel to an outside storage area and charge the rental rate in effect at the time and/or (4) pursue all remedies, including non-judicial sale of the Vessel, under this Agreement and state and/or maritime lien laws.
9. **Disputes:** Any dispute arising out of this Agreement shall be determined by binding arbitration in Seattle before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This paragraph shall not preclude parties from seeking provisional or enforcement remedies in aid of arbitration, or preclude Seaview from exercising any lien rights, from any court having jurisdiction. The laws of the State of Washington shall govern, except the general maritime law will govern any assertion by Seaview of its maritime lien rights. The prevailing party shall be entitled to an award of costs, including the fees of the arbitrator, prejudgment interest, and reasonable attorneys' fees.
10. **Miscellaneous:** This contract is the final, exclusive and complete agreement of the parties. All modifications must be in writing and signed by the parties. Any repair work ordered by Owner shall be governed by a separate repair contract and not by this Agreement.

STORAGE POLICIES

1. Boat length will be calculated as total length, including bowsprits, boomkins, swim platforms, etc. All boats will be measured after haul out and billed/credited for deviations in prior length or beam measurements. Boat length will be rounded up to the nearest whole foot.
2. Admittance to the facility is only during business hours and only after check in at office.
3. No outside labor is permitted on the Vessel unless written permission is granted by Seaview. Subcontractors must have prior approval from Seaview management in accordance with yard policy.
4. Owner shall not store any gear, ladders, stairways, or personal property of any kind around or under the Vessel unless approved in writing by Seaview.
5. Prior to hauling the Owner will leave keys and/or combinations with Seaview for use during the storage period. Any changes in locks or combinations will be reported to Seaview immediately.

BEST MANAGEMENT PRACTICES (BMPs)

1. ALL BOTTOM PAINT PREP WORK MUST BE PERFORMED BY SEAVIEW BOATYARD PERSONNEL.
2. NO SCRUBBING OF BOTTOM PAINT UNDER ANY CIRCUMSTANCES
3. No wet sanding
4. No spray painting or sand blasting
5. No gray water discharge
6. No bilge or ballast water pumping,
7. Any oil, anti-freeze, solvents or contaminated fuel must be properly disposed of. Contact yard Seaview personnel for additional information.
8. IF A SPILL OCCURS PLEASE CONTACT SEAVIEW PERSONNEL IMMEDIATELY FOR ASSISTANCE AND SPILL CONTAINMENT KIT.

Owner/Representative Signature

Date

Seaview Representative Signature

Date