



2001 Castaway Island Road  
Eclectic, Al 36024

Phone: 334-857-2654  
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**DRY STORAGE AGREEMENT**

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

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip \_\_\_\_\_

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

Agreement Date: \_\_\_\_\_ Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Boat Registration: \_\_\_\_\_ Length of Boat: \_\_\_\_\_

Make/Model of Boat: \_\_\_\_\_

Serial # & Color: \_\_\_\_\_

Engine Make/Model/Serial #: \_\_\_\_\_

Insurance Information \_\_\_\_\_

Name of Boat (if named by customer): \_\_\_\_\_

**Lease Begin Date** \_\_\_\_\_ **Lease End Date** \_\_\_\_\_

**Payment Options:**

**Annual Amount** \_\_\_\_\_ **Summer Monthly** \_\_\_\_\_ **Winter Monthly** \_\_\_\_\_

This Lease Agreement is made as of the date of agreement above between ANCHOR BAY MARINA (Hereinafter called "ABM") and the tenant shown above.

**WITNESSETH:**

1. ABM does hereby rent and lease to TENANT the dry storage space indicated above at ABM's place of business at Lake Martin, Elmore County, Alabama, commonly known as "ANCHOR BAY MARINA" for a term is commencing and ending at the time and date shown above.
2. TENANT shall pay to ABM Annually, or Monthly, in advance, during the term of this agreement, the rental shown above. If any amount due ABM not paid within 30 days following the due date, ABM shall then increase the account due by 10% (and at the end of each 30 days thereafter increase the accumulated amount due by 5%). ABM is authorized to cancel forthwith this lease agreement, to either secure the boat in said storage space or to remove the boat from said storage space, placing it at any other location it chooses, and to hold it as security for payment in full of all accounts due to ABM including the balance of the rental up to the end of the month in which the lease is terminated, all regular charges incurred for the removal of the boat from the boat storage space and any legal fees incurred. When the amount due ABM is approximately equal to the value of the boat, ABM may initiate proceedings to sell the boat and retain amounts due ABM plus 10% commission on the sales price out of the net proceeds of the boat.

3. All storage agreements that are initiated after the first day of the month will be prorated on the number of days storage for that month. Any storage agreement terminated after the first day of the month will be responsible for the TOTAL month's storage fee, with no proration. \_\_\_\_\_ **INITIAL HERE**
4. No boat storage space may be subleased. Assigned boat storage space shall be used solely for the storage of the boat described above. There shall be no boat trailers left on ABM premises while the boat is in storage.
5. TENANTS shall keep their boat in a safe and seaworthy condition while within ABM.
6. TENANTS shall not operate or permit the operation of their boat within the marina area in excess of the established speed limit or violate other safety rules established and or posted by ABM or the Alabama Safety Division of the Department of Conservation, State of Alabama.
7. Disorderly or indecorous conduct by the TENANT, or their family, guests or visitors which, as determined by and in the sole discretion of ABM, may result in injury to any person, cause damage to the property of ABM, it's customers, employees, or other tenants, or through the actions of the aforementioned parties, harm the reputation of ABM shall be cause for immediate cancellation of this lease agreement.
8. ABM shall not be liable for any personal injury sustained by any TENANT, his family, guests, visitors, or agents while upon any of ABM premises, including floating walkways and docks, it being expressly agreed by the TENANT that he accepts as his own those risks and hazards related to Marina Property or activities.
9. TENANT shall maintain hazard and liability insurance on all boats stored at ABM at all times and shall provide proof of such insurance to ABM.
10. It is mutually agreed that when ABM accepts a boat for storage, that ABM shall not be held liable in any manner for the safekeeping or the condition of the boat, that ABM is not responsible therefor as warehouseman and that the relation of the parties hereto shall be that of landlord and tenant and that ABM shall in no way be responsible to TENANT for loss by fire, theft, storm, act of God, or any other damage or loss for any cause whatsoever to TENANT'S boat. It is expressly agreed to by the TENANT that he, in his sole discretion, may and does decide that the presence of his person or property at the marina is evidence of his assuming the risk of any and all such losses.
11. If the TENANT remains in possession after expiration of the term hereof with ABM's consent and without any written agreement of both parties, TENANT shall be a tenant at will; and there shall be no renewal of the lease agreement by operation of law.
12. Should this lease agreement be canceled for any reason , ABM shall have the right to remove TENANT'S boat from any storage space. Said removal shall be at the expense of the TENANT. During any said removal, ABM shall not be liable to the TENANT for any damages to said boat or personal property attached thereto or stored in the boat.
13. ABM is hereby requested and authorized, but not obligated, to take such steps as may be deemed advisable in the interest of the TENANT in moving their boat from the above specified storage space if ABM deems it desirable under emergency or other unusual conditions to take such action either to protect or prevent damage to the boat or other surrounding craft or property. It is expressly understood that ABM shall not be responsible for any damage occurring as a result of this gratuitous action.

14. This lease agreement will terminate on its "Termination Date" as provided above unless otherwise terminated as provided herein or by the mutual acknowledgment of ABM and TENANT.

15. It is agreed that if actual boat measurement is in excess of length shown above, the rate will be adjusted accordingly.

\_\_\_\_\_ **PLEASE INITIAL HERE!**

16. TENANT must give a 30 day written notice to ABM before taking boat out of storage.

\_\_\_\_\_ **PLEASE INITIAL HERE!**

17. TENANT is required to supply full mooring cover, ropes and 4 bumpers so that the boat will not be damaged when it is taken out of storage and docked, awaiting pick-up.

\_\_\_\_\_ **PLEASE INITIAL HERE!**

18. If TENANT places boat in storage after September 1<sup>st</sup> then it is required that they either leave their boat in storage for six (6) months or pay for those months in full.

\_\_\_\_\_ **PLEASE INITIAL HERE!**

*By signing below, TENANT agrees to all terms and conditions of this lease agreement as stated above.*

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE OF TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Please list any other authorized users of boat/account:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Monthly payments:

Credit Card: Type \_\_\_\_\_ Number: \_\_\_\_\_ Exp Mo/Yr \_\_\_\_\_