

HURRICANE STORAGE MEMBERSHIP AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

THIS AGREEMENT made and entered into this _____ day of _____, 200____, by and between Charleston City Boatyard, LLC (hereinafter referred to as "Boatyard") and _____ (hereinafter referred to as "Owner").

VESSEL INFORMATION (hereinafter referred to as "Vessel"):

Manufacturer: _____ Model: _____ Vessel Name _____

Hull Identification Number: _____ Overall Length: _____ Beam: _____ Propulsion: _____ Captain's Name: _____

Coast Guard Documentation Number/State Registration Number: _____ Home Port: _____

OWNER INFORMATION:

Street Address: _____

City: _____ State: _____ Zip: _____ Email Address: _____

Telephone Numbers: Home _____ Office: _____ Cell: _____

Person(s) Authorized to Use Vessel: _____ Annual Membership Plan Fee: \$ _____

THIS AGREEMENT IS SUBJECT TO CONDITIONS OF CONTRACT BELOW AND ON REVERSE SIDE.

IMPORTANT! PLEASE READ CONTRACT! THIS AGREEMENT IS SUBJECT TO ARBITRATION SEE REVERSE SIDE AND OTHER IMPORTANT CLAUSES THAT MAY AFFECT YOUR RIGHTS.

Owner and Boatyard agree upon the terms and conditions hereinafter set forth. Upon the threat of a hurricane to the State of South Carolina, Boatyard does hereby agree to remove, or haul-out, the Vessel from the water and store the Vessel on land at the Boatyard's facility at 130 Wando Creek Lane, Wando, South Carolina. Owner understands that due to the unpredictable nature of hurricanes and weather systems that it is imperative for Owner to present the Vessel to the Boatyard as soon as possible in the event that the Owner desires to have the vessel removed from the water due to an approaching hurricane.

This agreement only applies to the Vessel described on page one of this agreement. If Owner desires to store a different vessel, then a new agreement must be entered into between Owner and Boatyard. Storage Space refers not only to the original space assigned to the Owner's Vessel, but also to any substituted dry storage space or wet slip to which the said Vessel is relocated at its place of business. The Boatyard will only provide the Owner with a Storage Space, blocking and jack stands for the Vessel. The Boatyard will not provide any other hooks, anchors, tie downs, lines, rigging and/or any other equipment necessary to secure the Vessel to the ground, or to protect the Vessel from any hurricane, storm surge or other weather conditions.

It is expressly agreed that the Boatyard is not responsible for the safety or security of the Vessel during any hurricane or storm and that the Owner is solely responsible for securing or protecting the Vessel during any hurricane or storm. The Owner, not the Boatyard, will be solely responsible for making sure that the Vessel is properly secured to withstand or survive any hurricane or storm. The Boatyard will only provide hurricane haul-out services, storage space and other services to the Owner and the Vessel that are the subject of this Agreement based upon the credit of the Vessel and the representations of the Owner.

The Boatyard reserves the right to refuse to haul-out or remove from the water and store any Vessel for any reason whatsoever, including, but not limited to, the safety of the Boatyard's employees and equipment, Owner's Vessel, other vessels stored at the Boatyard, weather conditions, water conditions, loss of electricity, equipment failure, and any other reason. The Boatyard has the sole discretion to determine whether or not to haul, or remove the Vessel from the water and to store the Vessel on land at the Boatyard's facility.

The Owner must arrive at Charleston City Boatyard with the Vessel prior to the issuance of a Hurricane Watch Advisory by the National Weather Service for either Berkeley and/or Charleston Counties. Any vessel arriving after the issuing of a Hurricane Watch Advisory by the National Weather Service will not be accepted for haul-out and cannot be left on Charleston City Boatyard's property or facilities.

In addition to the cost of the Annual Membership Plan fee, the Owner will be required to pay a daily storage fee for the Vessel of (\$1.00) per foot for each day the Vessel is located at the Boatyard's facility. The Owner is further required to pay _____ per foot to haul the Vessel out of the water and to launch the Vessel back into the water. The Hurricane Storage Membership Plan is revocable without cause.

1. It is agreed that the Storage Space shall be used by the Owner for the storage of the Vessel fully described herein, and for no other purposes whatsoever.

2. The term of the Hurricane Storage Membership Plan is from January 1 of the year this agreement is made through December 31 of the year of this agreement. The Hurricane Storage Membership must be renewed annually. In the event that a Vessel is located at the Boatyard upon the expiration of the Hurricane Storage Membership Plan, then the Owner is still required to pay the said daily storage fee, the said fee to haul or launch the Vessel, and any other charges for services provided by the Boatyard. All Vessel's measured length, will include bow pulpit, sprints, engines, davits, platforms, etc. There will be additional charges for unloading and/or reloading the Vessel from a trailer. Owner agrees to pay for all other charges for services provided to the Vessel by Boatyard. The Vessel must be removed from the Boatyard within seventy-two (72) hours of any hurricane or storm's departure from Charleston or Berkeley Counties.

3. The Owner agrees to pay for all haul-out charges and estimated days the Vessel will be stored at the Boatyard upon the said vessel's arrival at the Boatyard. In the event that the Vessel remains at the Boatyard upon the expiration of the estimated days the Vessel will be stored at the Boatyard, any charges for rent, dockage rental, storage charges, slip rental charges, dockage, necessaries, haul-out and any other charges for services provided to the Vessel and/or Owner by Boatyard must be paid by the first (1st) day of each month, and shall be considered delinquent if not paid in full by the (5th) fifth day of the month. All rent, dockage rental, storage charges, slip rental charges, and/or dockage charges must be paid one month in advance. Owner may receive a renewal notice by mail each year. All Annual Membership Plan fees are due no later than the last day of the month your membership expires. There will be no refunds whatsoever for any Annual Membership Plan fees. Boatyard may automatically extend Owner's Hurricane Storage Membership Plan membership for an additional twelve (12) months from the date Owner's membership expires upon receiving Owner's Annual Membership Plan renewal fees. Charges for all other necessaries and any other charges for services provided to the Vessel and/or Owner by Boatyard, must be paid upon receipt of an invoice or statement for the necessaries and other charges. Owner agrees that necessaries and any other services provided to the Vessel and/or Owner by Boatyard are provided based upon the credit of the Vessel and Owner, and that Boatyard will have a maritime lien against the Vessel for any dockage, other necessaries, or other services provided by Boatyard to the Vessel.

4. If Owner fails to pay as and when due all rental charges and any other charges or accounts due to Boatyard, then Owner shall be responsible for paying an additional late fee of \$25.00 per month or interest in the amount of 1.5 % per month on the unpaid balance, whichever amount is greater.

5. If rental charges and any other charges or accounts due to Boatyard, including late charges, are placed in the hands of an attorney for collection, Owner agrees to pay, in addition to all such rental charges and any other charges or accounts due to Boatyard, reasonable attorney's fees and costs. Boatyard shall have and is hereby granted a lien upon the Vessel and all other property of Owner occupying the rented space, Storage Space or in the possession of the Boatyard for all such charges and/or accounts, including interest, and attorney's fees and costs. In the event such rental charges and any other charges or accounts due to Boatyard are not paid within ten days of written demand upon Owner, Boatyard shall be entitled to exercise the following rights and remedies:

a. Remove Owner's Vessel from the Storage Space to an alternate Storage Space with entire expense thereof, including the cost of an alternate storage space, being solely for Owner. During any such removal or storage, Boatyard shall not be liable to Owner for damage to said Vessel, equipment or personal property located thereon.

b. Sell the said Vessel along with any equipment or personal property of Owner occupying the Storage Space or in Boatyard's possession at public or private sale, and Boatyard may become the purchaser at any such sale. In the event the Vessel does not sell for sums sufficient to pay all amounts owed to Boatyard, Boatyard shall be entitled to recover the amount of such deficiency from the Owner.

c. In the event that Boatyard must institute an in rem proceeding against Vessel and the Vessel is arrested by the U.S. Marshal Service, Owner agrees that Boatyard may serve as and be appointed the Substitute Custodian of the Vessel and that the Vessel may be sold at a U.S. Marshal sale by court order for thirty-five (35%) percent or more of the Vessel's fair market value at the time of the sale.

6. If at any time the Owner's charges and/or account become past due, the Boatyard may refuse launch of Owner's Vessel. Personal checks for any past due balances must be received ten (10) banking days prior to launching.

7. If at any time Owner's address changes, Owner must notify Boatyard within fifteen (15) days of such change.

8. The Owner recognizes the right of the Boatyard to unilaterally establish rules and regulations for the use of the Boatyard facility (including hurricane procedures). The Owner agrees to comply with all such rules and regulations now existing or which may be hereafter established by the Boatyard, all of which shall be deemed incorporated herein by reference. Owner does further agree that Owner shall be responsible for ensuring compliance with the said rules and regulations by Owner's guests and that compliance with said rules and regulations shall be a condition to any use of the Boatyard facilities by any of Owner's guests.

9. Owner accepts the rented space or Storage Space "as is" and with full understanding that Boatyard storage or dockage is subject to hazards from weather, fire, explosion, storms, wave and wind action, and to other hazards unique to Boatyards. Owner has examined the premises to Owner's satisfaction and voluntarily assumes any risk in storing and/or mooring Owner's property in the rented space or Storage Space. The relationship between the Boatyard and Owner is solely that of landlord and tenant. Boatyard has no responsibility for the safekeeping of the Vessel or the condition of same and is not responsible, therefore, as warehouseman or bailee. Owner shall at all times remain responsible for the care, custody, operation and control of Owner's Vessel for the proper mooring and securing of same.

10. This Agreement is for the use of Storage Space only and such space is to be used at sole risk of Owner. Owner agrees to not permit any use or possession of illegal drugs, or drug related activities by Owner and Owner's captain, crew, family, employees, invitees, and guests.

11. Owner acknowledges that the Boatyard has an unfenced border and that the Boatyard assumes no responsibility for security of the Storage Space, Vessel or other incidental items. Owner agrees to procure, pay for and maintain in full force and effect throughout the term of this agreement, hull and machinery insurance in an amount at least equal to the value of the Vessel and protection and indemnity insurance with a limit in the amount of at least Two Hundred Fifty Thousand dollars (\$250,000.00). Boatyard shall be named as an additional assured in all of said policies and such policies shall contain a waiver of subrogation in favor of Boatyard. Proper evidence of such insurance shall be furnished by Owner to Boatyard.

12. Owner and Owner's heirs and assigns, hereby agrees to hold harmless Boatyard, the owners of the Boatyard, Boatyard management or employees, or any agent of Boatyard from any and all liability or damages for personal injury, loss of life, or property damages to Owner and Owner's captain, crew, family, employees, invitees, and guests arising out of, or in connection with, the condition or use of the Vessel, motor and accessories, or the use of Boatyard premises and facilities; and the Owner and Owner's heirs and assigns, hereby release and agree to indemnify and hold harmless Boatyard, the owners of the Boatyard, Boatyard management or employees, or any agents of Boatyard from any and all liability for loss or damage to the Owner or related to the Stored Board, or the contents thereof, due to fire, theft, collision, windstorm, allision, perils of the sea, accident or like causes. It is agreed that Boatyard is not responsible for damages to Vessel due to fire, storm, theft, winds, ice, Acts of God, storm surges, outside labor, or the work of independent contractors, even if the said damages were caused by the negligence of the Boatyard, owners of the Boatyard, Boatyard management or employees, or any agent of Boatyard.

13. Boatyard is not considered under this Agreement as an insurer of Owner's Vessel and contents thereof, and Owner agrees to obtain adequate insurance covering damage to Owner's Vessel and contents thereof, due to fire, theft, collision, windstorm, accident or like causes. Boatyard will not be held responsible for contents of the Vessel, such as fishing equipment, electronics, water ski equipment, diving equipment, life preservers, or any other items of personal nature left or stored in or on the Vessel. Owner hereby waives existing claims against Boatyard, its members, its owners, Boatyard management or employees, or any agents of Boatyard. Owner also waives any future claims against Boatyard, its members, its owners, Boatyard management or employees, or any agents of Boatyard due to negligent operation of Owner's Vessel by Owner and Owner's captain, crew, family, employees, invitees, and guests any guest or invitees, and Owner waives any claims against Boatyard, its members, its owners, Boatyard management or employees, or any agents of Boatyard due to any occurrences or accidents which take place on land or water. Owner agrees to indemnify and hold harmless Boatyard, its managers, its owners, Boatyard management or employees, or any agents of Boatyard from any and all liability for any claim, lawsuit, or civil action brought or maintained by the Owner and Owner's captain, crew, family, employees, invitees, and guests arising out of any personal injuries sustained by the Owner and Owner's and Owner's captain, crew, family, employees, invitees, and guests.

14. In the event that the Boatyard refuses to haul, or remove the Vessel from the water and store the Vessel on land at the Boatyard's facility for any reason whatsoever and the Vessel is later damaged during a hurricane or storm, or by storm surge, wind, hail, or rain, the Boatyard will not be liable for such damage, including damage caused by the Boatyard's negligence or the negligence of the Boatyard's members, its owners, management or employees, or agents.

15. Boatyard is not responsible for any damage or loss to speedometer pickups, depth sounder transducers, trim tabs, Bimini or canvas tops, radio or Ioran antennas, outriggers, flag masts or for any manufacturer's imperfections or hull weakness, or any other items attached to the Vessel. Owner shall insure that any equipment that must be maintained during the time the Vessel is at the Boatyard, and that is not specifically being worked on by Boatyard, is maintained. Boatyard is not responsible for the care or maintenance of any equipment on the Vessel that it is not specifically being worked. **OWNER IS REQUIRED TO INSURE ALL PLUGS ARE REMOVED SO THAT THE Vessel WILL NOT COLLECT WATER WHILE AT THE BOATYARD. OWNER IS RESPONSIBLE FOR INSURING PLUGS ARE INSTALLED PRIOR TO RE-LAUNCHING THE Vessel. OWNER IS RESPONSIBLE FOR INSURING Vessel IS PROTECTED FROM FREEZE DAMAGE WHILE AT THE BOATYARD. THE BOATYARD IS NOT RESPONSIBLE FOR PERSONAL ITEMS AND LOOSE EQUIPMENT LEFT ON THE Vessel. OWNER IS RESPONSIBLE FOR WINTERIZING THE Vessel.**

16. All Vessels will be required to have a battery disconnect switch installed prior to occupying assigned Storage Space.

17. Owner will have installed at all times a working bilge pump with float switch and inline fuse.

18. Owner assumes all responsibility for making arrangements to protect the Vessel's motor as well as the Vessel and any other equipment in or on said Vessel from freezing weather.

19. No Vessel or motor, while occupying the Storage Space, shall be sold, advertised or displayed for sale from the rental space without permission of the Boatyard; it is also understood that there will be a launching fee for all demonstrations while the Vessel is displayed for sale. It is further understood and agreed that the Owner shall not, without written permission from Boatyard, either directly or indirectly, in any manner conduct or engage in any business or commercial activity on either the Storage Space or on any other premises of the Boatyard. Violation of this provision shall render this Agreement subject to immediate termination and forfeiture of prepaid rent.

20. It is understood and agreed that the Boatyard, its agents or employees, are authorized to move and/or operate the Vessel during the making of repairs or when necessary for normal Boatyard operation and to provide in and out service to and from the leased Storage Space.

21. Any condition aboard any Vessel which, in the opinion of the management, constitutes a fire hazard or a health menace or a danger to public safety, must be corrected immediately by Owner. Refuse, oil and/or all flammable liquids must be deposited in receptacles supplied for that purpose. Should any discharge of oil into the Boatyard be detected, Owner shall take prompt action to stop discharge and immediately notify Boatyard. Failure to comply will result in penalties in accordance with the Oil Pollution Act of 1990 and the general Water Pollution Control Act. Boatyard employees shall have the right to take any steps necessary to remedy any unsafe conditions on the Vessel or clean any spillage of contaminants.

22. Swimming, diving, fishing, crabbing and shrimping are not permitted from the floating docks, sea walls and Vessels. The wake of all Vessels operated within the area of the Boatyard premises must not cause damage or discomfort to berthed Vessels or floating docks. The Vessel must be operated at idle speed at all times in or near the Boatyard. Owner will be held responsible for any damage resulting from Owner's wake.

23. Any persons causing injury or damage to other persons, floating docks or other Vessels shall be liable therefore. Violations of Boatyard rules and regulations, disorder, or indecorous conduct by a patron, Owner, and Owner's captain, crew, family, employees, invitees, and guests that might injure a person, cause damage to property, or harm the reputation of the Boatyard is cause for immediate termination of this Agreement, immediate removal of Vessel from Boatyard premises, and forfeiture of prepaid rent.

24. The dockage facilities or Storage Space has been inspected by Owner and are satisfactory to Owner. Damage to Vessel alleged by the Owner to have occurred while Vessel was in storage or undergoing repair must be reported to Boatyard before Vessel leaves the dock. Boatyard is not responsible for minor damage occurring as a result of normal in and out handling of Owner's Vessel. Boatyard will not be liable for any damage to the Vessel, including such damage caused by the negligence of the Boatyard and its employees or agents. Boatyard reserves the right to measure and inspect all Vessels prior to gaining access to Storage Space.

25. Boatyard will endeavor in good faith to launch and recover the Vessel during the Boatyard's normal operating hours upon reasonable notice from the Owner (not less than two hours), provided that the Boatyard shall have no obligations to launch and recover such Vessel more than once per day. The Owner recognizes that equipment, including the travel lift, can cause damage to Vessel and Owner releases Boatyard from any liability arising out of Boatyard's inability to honor a requested launch time due to inoperability of Boatyard's equipment.

26. Owner shall ensure that the cleaning of Vessel is done in an expedient manner.

27. Boatyard shall have the right to cancel Owner's lease at any time on sixty (60) days written notice. Upon termination Owner would receive a pro-rata refund of any prepaid rent.

28. This Agreement may be assigned by Boatyard.

29. This Agreement may not be assigned by Owner and the Storage Space may not be sublet by Owner.

30. Should a breach of this Agreement or violation of rules and regulations established by Boatyard occur, the Boatyard may terminate this Agreement by written notice to the Owner at the address specified above. Said termination shall become effective immediately upon the mailing of such notice. Owner shall thereupon immediately pay all sums due Boatyard and remove said Vessel no later than the 5th day following the notice. Owner agrees that such termination will result in the Owner forfeiting any prepaid rent.

31. Owner shall not remain in possession of leased Storage Space after expiration of Hurricane Storage Membership Plan.

32. This Agreement shall supersede any existing lease or agreement between Owner and Boatyard and any such lease or agreement shall be deemed null and void upon the effective date of this Agreement.

33. The terms of this Agreement shall be separable, and if any provision hereof, or any part of any provision be held to be invalid or unenforceable, such holdings shall not affect the validity or enforceability of any other provision or part thereof in this Agreement. Should there be a waiver of any term or condition of this agreement by Boatyard, such waiver shall not be deemed a continuing waiver, and all other terms and conditions of this agreement shall remain in full force and effect.

34. There is no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and water services provided by Boatyard. Boatyard shall not be liable for any damage caused to Vessel and its electrical system, electronics, wiring, equipment, engine(s), generator(s), or any other appurtenance of the Vessel caused, or allegedly caused, by any electricity provided to or sold to the Owner by Boatyard.

35. The person signing below does hereby certify that the description of the Vessel as set forth above is correct and that he/she is the lawful owner of the Vessel, or is authorized to subject the Vessel to the provisions of this agreement.

36. In the event of the issuance of a hurricane or tropical storm warning by the National Hurricane Center, it shall be Owner's responsibility to be aware of such warning, and to make arrangement for the removal of the Vessel from Boatyard, or insure that the Vessel is properly and safely moored or stored.

37. ARBITRATION: Any and all disputes of any type whatsoever relating to or arising out of this Contract shall be resolved through binding arbitration, with such arbitration being conducted in Charleston, South Carolina at a convenient location agreeable to the arbitrator(s), Owner and Boatyard. The parties shall select a mutually agreeable attorney from the Charleston metropolitan area to serve as the arbitrator. If the parties cannot select a mutually agreeable arbitrator, then each party must name an attorney from the Charleston metropolitan area to serve as the arbitrator and the two arbitrators will select the third arbitrator. The parties shall be entitled to conduct discovery in preparation for the arbitration in accordance with the South Carolina Rules of Civil Procedure. Except as stated herein, the arbitration shall be conducted in accordance with rules of the Society of Maritime Arbitrators, Inc. All arbitration proceedings against Boatyard must be commenced within one year after VESSEL IS DELIVERED TO BOATYARD, or the Vessel has been redelivered, whichever first occurs. This contract shall be governed by the general maritime law of the United States and the laws of the State of South Carolina. Boatyard reserves the right to institute an in rem proceeding in Federal Court, a proceeding before a magistrate judge and/or a proceeding in state court to enforce any of its rights under this contract. The institution of such suit(s) will not constitute a waiver on the part of the boatyard to file for arbitration.

38. If the Boatyard's facility or premise is damaged or destroyed by fire, rain, wind, water or any other casualty, the Boatyard reserves the right to require the Owner to immediately vacate or remove the Vessel from the said facility or premise.

The parties have executed and caused these present to be executed and their seals affixed the day and year first above written.

Charleston City Boatyard, LLC

Owner Signature

By: _____

Its: Manager

(Print Name)