

SEATTLE MARINE MANAGEMENT CO., LLC
AKA SEATTLE BOAT CO.

DRY STORAGE AGREEMENT

TENANT NAME: _____

BERTH CATEGORY: _____ BOAT REGISTRATION: WN _____

DATE OF AGREEMENT: _____ COMMENCEMENT DATE: _____

TERMINATION DATE: _____ LEASE AMOUNT: _____ MO.

BOAT DESCRIPTION: _____

This Lease Agreement is made as of the date of agreement above between SEATTLE MARINE MANAGEMENT CO., LLC aka SEATTLE BOAT CO. (hereinafter called "SMMC") and the tenant shown above.

WITNESETH:

1. SMMC does hereby rent and lease to Tenant the dry storage space indicated above at SMMC's place of business at Seattle, King County, Washington commonly known as "Seattle Boat Co." for a term of ONE YEAR (twelve consecutive months) commencing and ending at the time and date shown above.
2. Tenant shall pay to SMMC monthly, in advance, during the term of this agreement, the rental shown above. If any amount due SMMC is not paid within 30 days following the due date, SMMC shall increase the amount due by 10%. SMMC 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 SMMC including the balance of 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 SMMC is approximately equal to the value of the boat, SMMC may initiate proceedings to sell the boat and retain amounts due SMMC plus 10% commission on the boat 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 months storage fee, with no prorating.

4. No boat storage space may be subleased without the prior written consent of SMMC. Assigned boat storage shall be used solely for the storage of the boat described above.
5. TENANTS shall keep their boat in a safe and seaworthy condition while within SMMC.
6. TENANTS shall not operate or permit the operation of their boat within the marina area in excess of the established speed limit (DEAD SLOW - NO WAKE SPEED) or violate other safety rules established by SMMC, Newport Yacht Basin Association, the City of Bellevue, U.S. Coast Guard or State of Washington. Tenants must slow to no wake speed well before entering the marina and at no less than 300' from the most seaward dock or structure thus avoiding damage causing wake.
7. SMMC shall not be liable for any personal injury sustained by any TENANT, his family, guests, visitors or agents while upon any of SMMC premises, including docks, piers and walkways, it being expressly agreed by the TENANT that he accepts as his own those risks and hazards related to marina area property or activities.
8. Disorderly or indecorous conduct by the TENANT, or their family, guests or visitors which, as determined by and in the sole discretion of SMMC, may result in injury to any person, cause damage to the property of Newport Yacht Basin Association members, SMMC, it's customers, employees or other tenants, or through the actions of the aforementioned parties, harm the reputation of SMMC shall be cause for immediate cancellation of this lease agreement. Security video monitoring may be used throughout SMMC and marina property and will be reviewed following any complaint of disorderly conduct or report of damage to property.
9. It is mutually agreed that when SMMC accepts a boat for storage, that SMMC shall not be held liable in any manner for the safekeeping or the condition of the boat, that SMMC is not responsible therefore as warehouseman and that the relation of the parties hereto shall be that of landlord and tenant and that SMMC 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 and/or personal items attached to or stored in 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.
10. If the TENANT remains in possession after expiration of the term hereof with SMMC'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.
11. Should this lease agreement be canceled for any reason, SMMC shall have the right of removing TENANT'S boat from any storage space. Said removal shall be at the expense of the TENANT. During any said removal, SMMC shall not be

Seattle Boat Newport - Attachment VII
Seattle Boat Customer Contract

AGREEMENT TO PROVIDE INSURANCE

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|---|---------------|-----------------|------------|
| | | | |
| TENANT NAME | | | |
| | | | |
| ADDRESS | CITY | STATE | ZIP |
| | | | |
| BOAT YEAR | MAKE | MODEL | VIN NUMBER |
| | | | |
| INSURANCE COMPANY | POLICY NUMBER | EFFECTIVE DATES | |
| | | | |
| INSURANCE AGENT | | | |
| | | | |
| ADDRESS | CITY | STATE | ZIP |
| | | | |
| TELEPHONE NUMBER | | | |
| <p>I understand that I must provide a Certificate of Insurance and name SEATTLE MARINE MANAGEMENT CO., LLC and SEATTLE BOAT CO. as an additional insured during the term of dry storage at Seattle Marine Management Co., LLC's location located in the City of Seattle, County of King, Washington. Accordingly, I have arranged for the required insurance through the insurance company above to issue this certificate and forward promptly to the following address: SEATTLE MARINE MANAGEMENT CO., LLC AND SEATTLE BOAT CO., 659 NE NORTHLAKE WAY, SEATTLE, WA 98105.</p> | | | |
| | | | |
| TENANT SIGNATURE | | DATE | |