

2025-2026 STORAGE AGREEMENT

Riverfront Marine

1890 CARTER RD. CLEVELAND, OHIO 44113
(216)861-7393 www.riverfrontyacht.com

LAST NAME: _____ FIRST NAME: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PH. NO: _____ CELL PH. NO: _____

WORK PH. NO: _____ E-MAIL: _____

***| MANDATORY fill out completely!!! Per STATE OF OHIO and RMS \$50.00 fee will be assessed if not!!**

*| NAME OF VESSEL: _____ STATE REG.NO: _____

*| HIN# _____ OR FED DOC. NO: _____

*| VESSEL MAKE: _____ Check One: SAIL _____ POWER _____

*| LENGTH: _____ BEAM: _____ DRAFT: _____

*| CONDITION: _____ MARKINGS: _____

*| CRADLE _____ TRAILER _____ STANDS _____ SHORING _____

*| INSURER OF VESSEL: _____ COPY ATTACHED _____

*| INSURER'S PH. NO: _____ SUMMER DOCKED AT _____

STORAGE PERIODS: WINTER STORAGE (OCTOBER 1, 2025 TO JUNE 1, 2026)

SUMMER STORAGE (JUNE 1, 2026 TO OCTOBER 1, 2026)

RATES: _____ COLD INSIDE \$8.50 PER SQUARE FT (COMPUTED AS BOAT BEAM TIMES MODEL)
LENGTH EXCLUDING OVERHANGS (except where overhangs may be added at Yards discretion)

_____ HEATED INSIDE \$10.50 PER SQUARE FT (COMPUTED AS BOAT BEAM TIMES MODEL)
LENGTH EXCLUDING OVERHANGS (except where overhangs may be added at Yards discretion)

_____ OUTSIDE \$35.50 PER LINEAL FT (BASED ON MODEL LENGTH OF THE BOAT)
LENGTH EXCLUDING OVERHANGS (except where overhangs may be added at Yards discretion.)

TOTAL STORAGE CHARGES: \$ _____ DATE PAID _____

AMOUNT PAID BY: CASH _____ CHECK _____ CHARGE _____

RIVERFRONT MARINE, HEREINAFTER CALLED THE YARD, AGREES TO PROVIDE THE STORAGE SERVICES DESCRIBED IN THE FOLLOWING PARAGRAPHS FOR THE ABOVE VESSEL. ITS OWNER AGREES TO PAY FOR SUCH SERVICES SUBJECT TO THE TERMS, CONDITIONS AND FEES CONTAINED ON THE FACE AND REVERSE SIDE OF THIS AGREEMENT.

HEATED INSIDE STORAGE DISCLAIMER: YARD WILL maintain the heated inside storage building(s) to a minimum 45 degrees. In the event of an electric and/or gas supply shut down, YARD will use kerosene or propane heaters for back up purposes. In the event of a total shutdown, YARD cannot and will not be responsible for any freeze damage for any reason (unless winterizing services were authorized by the owner agent). YARD highly recommends engines and generators should be fully winterized and water and sanitary systems and air conditioners should be minimally fully drained. Owner/agent acknowledges and understands this disclaimer. X _____

SECTION 1- SERVICE BY YARD

FOR THE STORAGE PERIOD OR PERIODS DESIGNATED ABOVE, AND IN CONSIDERATION OF THE STORAGE CHARGES THE YARD AGREES TO HAUL OUT, STORE AND LAUNCH THE VESSEL. STORAGE WILL INCLUDE CLEANING THE VESSEL'S BOTTOM ONLY IF IT IS FINISHED WITH ANTI-FOULING PAINT. STORAGE OF THE VESSEL SHALL NOT INCLUDE THE FURNISHING OR INSTALLATION OF ANY COVERING OR PROTECTION FOR THE VESSEL. THE YARD WILL FURNISH AND INSTALL SUCH COVERING OR PROTECTION ONLY UPON WRITTEN REQUEST OF THE OWNER AND SUBJECT TO AN ADDITIONAL CHARGE FOR MATERIALS AND LABOR. ALL OTHER SERVICES PROVIDED BY THE YARD SHALL BE REQUESTED BY THE OWNER IN WRITING AND SUBJECT TO ADDITIONAL CHARGE. **VERY IMPORTANT!! You have the primary responsibility to keep your boat in safe operating condition. It is specifically agreed, as indicated by your signature below, that Morley Marine Inc. d/b/a Riverfront Yacht Services have no responsibility to recommend or perform any maintenance or mechanical service on your boat unless and until you specifically authorize it on our Work Order forms.**

SECTION 2 - PAYMENT BY OWNER

FOR ALL SERVICES PROVIDED BY THE YARD, THE OWNER AGREES TO PAY THE STORAGE CHARGES IN FULL WITHIN 15 (FIFTEEN) DAYS OF INVOICING AND NO LATER THAN REMOVAL OF THE VESSEL FROM THE YARD'S PREMISES. A LATE PAYMENT CHARGE OF 2% PER MONTH FROM THE DUE DATE OF ANY CHARGE, OR THE MAXIMUM LATE PAYMENT CHARGE PERMITTED BY LAW, WHICHEVER IS MORE, SHALL BE ADDED TO ALL CHARGES WHICH ARE NOT PAID WITHIN THIRTY (30) DAYS AFTER DUE.

(SIGN ON REVERSE SIDE AS OWNER/AGENT!)

SECTION 3-CHARGE FOR LATE REMOVAL & PENALTY CHARGES

IF THE VESSEL IS STORED DURING THE WINTER PERIOD DESCRIBED ABOVE, SUCH VESSEL MUST BE LAUNCHED AND REMOVED FROM THE YARD'S PREMISES PRIOR TO THE FIRST DAY OF JUNE. THE OWNER AGREES TO PAY AN ADDITIONAL STORAGE CHARGE OF \$1 (ONE DOLLAR) PER FT PER DAY AFTER JUNE 1, 2025 UNTIL SUCH TIME AS THE VESSEL IS REMOVED FROM THE YARD PREMISES AS REQUIRED HEREIN. THIS STORAGE PENALTY SHALL BE IN ADDITION TO ANY REGULAR CHARGES FOR DOCKAGE OF THE VESSEL. THE PAYMENT OF DOCK FEES TO THE YARD DOES NOT NEGATE ANY STORAGE PENALTY PROVIDED HEREIN.

SECTION 4 - EXTRA CHARGE FOR EARLY REMOVAL

BECAUSE OF SUBSEQUENT STORAGE OF OTHER VESSELS, THE OWNER ACKNOWLEDGES THAT THE VESSEL MAY BE PHYSICALLY BLOCKED AFTER IT IS STORED AND THAT THE YARD CAN NOT AND DOES NOT GUARANTEE AN EXACT DATE OF LAUNCH OR REMOVAL OF THE VESSEL. OWNER AGREES TO PAY REASONABLE ADDITIONAL CHARGES FOR HANDLING OF THE VESSEL IN THE EVENT OWNER REQUESTS REMOVAL AND/OR LAUNCHING PRIOR TO THE EXPIRATION OF THE STORAGE PERIOD AND WHILE THE VESSEL IS BLOCKED BY OTHER VESSELS.

SECTION 5 - OWNER'S MAINTENANCE & REPAIRS

DURING THE PERIOD OR PERIODS OF STORAGE, THE OWNER MAY (UPON PRIOR WRITTEN CONSENT OF THE YARD) PERSONALLY PERFORM ANY AND ALL WORK OR MAINTENANCE ON VESSEL BUT AGREES NOT TO ENGAGE OR HIRE COMPETITIVE OR OUTSIDE LABOR TO PERFORM WORK ON THE VESSEL WHILE STORED BY THE YARD. IN THE EVENT OWNER PERFORMS SUCH WORK ON THE VESSEL, OWNER AGREES TO INDEMNIFY AND HOLD THE YARD HARMLESS AGAINST ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES AND LIABILITIES ARISING FROM OR CONNECTED WITH OWNER'S WORK ON THE VESSEL WHILE STORED BY THE YARD.

SECTION 6-DAMAGE TO VESSEL

THE YARD AGREES TO SAFELY AND CAREFULLY HANDLE THE VESSEL IN A GOOD WORKMANLIKE MANNER DURING HAUL OUT, STORAGE AND LAUNCHING PROCEDURES. HOWEVER, BECAUSE OF THE LOW STORAGE RATE CHARGED UNDER THIS AGREEMENT, THE YARD EXPRESSLY DISCLAIMS ALL LIABILITY TO THE OWNER, HIS HEIRS, SUCCESSORS, OR ASSIGNS FOR LOSS OR DAMAGE WHATSOEVER TO THE VESSEL; ITS HULL, RIGGINGS, CORDAGE, SAILS, BATTERIES, ENGINES, FUEL SYSTEM OR APPURTENANCES INCLUDING ANY AND ALL ARTICLES OF PERSONAL PROPERTY AND EQUIPMENT ON OR IN THE VESSEL, INCLUDING BY NOT LIMITED TO, LOSS BY FLOOD, ICE, WIND OR WINDSTORM, FIRE, RAIN, SNOW, HAIL, LIGHTNING, TORNADO, THEFT, VANDALISM OR MALICIOUS DAMAGE OR ANY OTHER DAMAGE EXCEPT LOSS OCCASIONED BY OR AS A RESULT OF A NEGLIGENT ACT OR OMISSION BY THE YARD.

SECTION 7- INSURANCE COVERAGE

PRIOR TO THE DELIVERY OF THE VESSEL FOR STORAGE, AND FOR THE MUTUAL BENEFIT OF BOTH PARTIES THE OWNER AGREES, AT OWNER'S EXPENSE, TO OBTAIN AND MAINTAIN ADEQUATE INSURANCE TO COVER ANY LOSS OR DAMAGE TO THE VESSEL OR ANY PERSONAL PROPERTY THEREON WHICH MAY OCCUR WHILE IN THE YARDS POSSESSION, FROM ANY CAUSE WHATSOEVER. PROOF OF SUCH INSURANCE SHALL BE SUBMITTED TO THE YARD IN WRITING WITHIN (15) DAYS FOLLOWING EXECUTION OF THIS AGREEMENT.

SECTION 8- LIEN UPON THE VESSEL

ALL STORAGE AND RELATED CHARGES INCURRED WHILE THE VESSEL IS STORED BY THE YARD SHALL BE PAID BY THE RECORD OWNER OF THE VESSEL AND THE OWNER SIGNING THIS AGREEMENT. SUCH UNPAID CHARGES SHALL BE A LIEN AGAINST THE VESSEL UNTIL PAID IN FULL. THE YARD SHALL POSSESS ALL REMEDIES AVAILABLE TO FORECLOSE SUCH LIEN UPON THE VESSEL AS THOSE REMEDIES ARE SET FORTH IN THE OHIO REVISED CODE.

SECTION 9- RULES & REGULATIONS

THE OWNER AGREES TO FOLLOW ALL RULES AND REGULATIONS PROMULGATED AND POSTED BY THE YARD, FROM TIME TO TIME, FOR THE SAFETY, COMFORT AND WELFARE OF THE YARDS FACILITIES AND ITS USERS. FAILURE OF OWNER TO ABIDE BY SUCH RULES AND REGULATIONS SHALL BE CAUSE FOR THE YARDS TERMINATION OF THIS AGREEMENT AND PURSUIT OF ANY AND ALL REMEDIES AGAINST THE OWNER AND/OR THE VESSEL AS ARE PROVIDED IN LAW AND IN EQUITY.

SECTION 10 - MISCELLANEOUS

THIS AGREEMENT SHALL BE COVERED BY THE LAWS OF OHIO AND MAY BE ALTERED OR AMENDED ONLY BY WRITTEN ACTION OF THE PARTIES HERE-TO. IF ANY TERM OR PROVISION OF THIS AGREEMENT SHALL BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY AND EACH TERM AND PROVISION OF THIS AGREEMENT SHALL BE VALID AND BE ENFORCED TO THE FULLEST EXTENT OF THE LAW. THIS AGREEMENT SHALL BE BINDING UPON THE OWNER, HIS HEIRS, SUCCESSORS OR ASSIGNS. THE SECTION HEADINGS ARE FOR DESCRIPTIVE PURPOSES ONLY AND ARE NOT INTENDED TO BE SUBSTANTIVE TO THIS AGREEMENT.

SECTION 11 - DAMAGES FOR NON DELIVERY/EARLY TERMINATION

THE STORAGE AGREEMENT SHALL NOT BE BINDING ON THE YARD UNTIL SUCH TIME AS THE OWNER PAYS TO THE YARD A 50% NON REFUNDABLE DEPOSIT AND DELIVERS A SIGNED STORAGE AGREEMENT. IN THE EVENT THE OWNER FAILS TO DELIVER THE VESSEL FOR STORAGE, THE 50% NON REFUNDABLE DEPOSIT SHALL BE RETAINED BY THE YARD AS DAMAGES. IN THE EVENT OF NON DELIVERY, THE YARD WILL MAKE REASONABLE EFFORT TO RENT THE SPACE CAUSED BY SUCH NON DELIVERY. IF THE SPACE IS RE-RENTED THEN THE OWNER'S DAMAGES SHALL BE LIMITED TO THE 50% NON-REFUNDABLE DEPOSIT. IF THE SPACE IS NOT RE-RENTED, THEN THE OWNER SHALL PAY THE ENTIRE AMOUNT DUE UNDER THIS AGREEMENT. AFTER DELIVERY OF THE VESSEL FOR STORAGE, THERE SHALL BE NO PRORATION OR REFUND AND THE ENTIRE AMOUNT DUE UNDER THIS AGREEMENT SHALL BE PAID BY THE OWNER, NOTWITHSTANDING EARLY TERMINATION OR EARLY REMOVAL OF THE VESSEL.

SECTION 12 – BROKERED VESSELS

YARD IS AFFILIATED WITH RIVERFRONT YACHT SALES AS AN EXCLUSIVE BROKERAGE AGENCY FOR VESSELS ON THE YARD PREMISES. OWNER AGREES THAT IF THE STORED VESSEL IS LISTED FOR SALE WHILE ON THE PREMISES IT SHALL BE LISTED WITH RIVERFRONT YACHT SALES ON ITS STANDARD LISTING AGREEMENT. OWNER SHALL ADVISE HIS BROKER THAT THE VESSEL IS NOT AVAILABLE FOR INSPECTION AT THE YARD UNLESS THAT BROKER ENTERS INTO A CO-BROKERAGE AGREEMENT WITH RIVERFRONT YACHT SALES. IF OWNER'S BROKER FAILS OR REFUSES TO ENTER INTO A CO-BROKERAGE AGREEMENT, AND THE VESSEL IS SOLD UNDER A CONTRACT FOR SALE ENTERED INTO WITH ANY SELLING OR BUYING BROKER WHILE VESSEL IS STORED ON THE YARD PREMISES, OWNER SHALL PAY LIQUIDATED DAMAGES TO RIVERFRONT YACHT SALES IN AN AMOUNT EQUAL TO THREE PERCENT (3%) OF THE ACTUAL VESSEL SELLING PRICE. THE PARTIES AGREE THAT THE THREE PERCENT (3%) IS A REASONABLE AMOUNT, IS NOT A PENALTY, AND IS SELECTED DUE TO THE DIFFICULTY OF COMPUTING ACTUAL DAMAGES.

THE OWNER HAS READ AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE OF THIS AGREEMENT AND HEREBY EXECUTES THIS AGREEMENT ON DATE AND YEAR INDICATED.

OWNER/AGENT

PRINT NAME: _____
SIGNATURE: _____
DATE: _____

RIVERFRONT MARINE

PRINT NAME: _____
SIGNATURE: _____
DATE: _____