

**Granite Springs
Boat Storage
38032 State RT 12E
Clayton, NY**

Mailing Address
Granite Springs
6093 S. Transit RD
Lockport, NY 14094

STORAGE AGREEMENT

This agreement is made on this ____ day of _____, 20__ by and between Granite Springs LLC and

Name: _____

Address: _____

Telephone Number (____) _____

Granite Springs and Owner, for good and valuable consideration, each intending to be legally bound, agree as follows:

1. Granite Springs rents a storage area to Owner on the above date to provide indoor storage or outdoor storage for the following boat, recreational vehicle, trailer, RV and other possessions of value approved by Owner.

Item Stored:

Manufacturer: _____

State Registration No.: _____

Length: _____

Year Manufactured : _____

2. Owner shall pay Granite Springs the sum of \$_____ for the storage fee upon Signing this Agreement. Storage is by the foot see card or website for amounts.
3. Owner shall be bound by the "Terms and Conditions of the Storage Agreement attached to and made a part hereof of this Agreement.
4. If Granite Springs is unable to contact Owner in the event of an emergency, Owner authorizes and directs Granite Springs to contact:

Name: _____ Telephone No. _____

This Agreement has been signed by Owner to be effective on the date written above.

Owner Signature: _____

TERMS AND CONDITIONS OF THIS STORAGE AGREEMENT

1. Granite Springs grants Owner permission to store a boat ("boat"), recreational vehicle ("RV") or trailer ("trailer"), other (other) collectively called the "stored property".
2. A boat shall be placed on a boat trailer or on blocks to be supplied by Owner. All stored property shall be removed from storage not later than **May 1, The following year.**
3. In the event Owner fails to remove the stored property from storage on or before **May 1, Of the following year,** Owner shall be responsible to pay Granite Springs 1/6 the winter storage rate each month before the 15 of each month NO daily prorate will be calculated. All monies due to Granite Springs for failure to pay storage, Owner's property shall continue notwithstanding, and the monies shall be payable until items are sold pursuant to the terms of Section 5 below.
5. In the event the stored property has an outstanding balance for 120 days or more Granite Springs shall have the right to sell the stored property at public or private sale, and apply the proceeds of sale against any sums due to Granite Springs. Any excess proceeds of sale shall be refunded to Owner.
6. Owner shall supply Granite Springs with a copy of Owner's current insurance policy providing liability coverage for the stored property. Mailed to mailing address above or dropped in drop box on building.
7. Owner is prohibited from performing any work on Granite Springs property, no repairs, engine work, mechanical work, fiberglass work, construction or painting is allowed.
8. Owner is prohibited from causing any dangerous or adverse environmental condition or fire hazard.
9. No toxic chemicals or substances shall be utilized or stored at Granite Springs.
10. All holding tanks must be emptied before placing a boat in indoor or outdoor storage. No cleaning, emptying or dumping of holding tanks is permitted while the boat is in storage.
11. Winterization service is available through an independent contractor Robert Lamphere 315-767-5036. Winterization is Owners responsibility.
12. Owner is prohibited from disposing of any paper, refuse, garbage or any other type of solid waste except in containers provided by Granite Springs.
13. Granite Springs shall not be liable for any loss or damage suffered by or to the stored property resulting from any condition, act or occurrence of whatsoever nature.
14. Owner agrees to use the indoor or outdoor storage at Owner's own risk. Granite Springs will not be responsible for theft or damage to the stored property. Owner agrees to hold harmless, indemnify and release Granite Springs from any claim of whatsoever nature relating to the use of Granite Springs storage facilities.
15. Granite Springs discloses to Owner that it does not carry any insurance of any type or kind for the benefit of Owner.
16. Granite Springs discloses to Owner that it does not provide any security services.
17. Owner is prohibited from assigning Owner's rights under this Agreement to any other person or entity.
18. Granite Springs reserves the right to terminate this Agreement if, in the sole judgment of Granite Springs, Owner has failed to comply with the terms and conditions of this Agreement. In the event Granite Springs terminates this Agreement, Owner shall be responsible to remove the stored property from the storage facility within five days of the date on which Granite Springs shall mail written notice, by first class postage, to Owner.
19. This Agreement contains all terms and conditions of the Agreement between Granite Springs and Owner. No modification of this Agreement shall be binding upon either party unless such modification is made, in writing, and signed by both Granite Springs and Owner.

Contract end

Initials _____