

Boat Yard San Diego - Boat Storage or Do it yourself space

676 Moss St. Lot A
c/o boat yard san diego
(619) 218-1018
seapowergreg@yahoo.com

Name (Facility User) _____
Address _____
City _____ State _____ Zip _____
Telephone at Work _____ Cell _____
Email address* _____ CF or Doc # _____

*ALL INVOICES WILL BE EMAILED UNLESS WE ARE SPECIFICALLY TOLD OTHERWISE

Boat Information

Type/model/year of boat _____
Boat Name _____
Length over all (if trailered, length of boat and trailer) _____ FT
Beam 11 ft max. _____ Type of engine & fuel _____
Boat's Insurance Carrier: _____ Phone: _____
(MUST PROVIDE)

Please Choose One 24/7 Boat Valet storage service

Boat No Work Storage and no partial months. Length must include trailer and outdrives, max 11ft wide. Circle correct fee

10-15 ft = \$100/mo
16-20 ft = \$150/mo
21-25 ft = \$175/mo
25-30 ft = \$200/mo.
30-35 ft = \$250/mo.
1st month up front. Includes 2 valet boat launches a month/24hr notice.
\$30 per launch for each additional
See rules page 2 A-N

Do it yourself work space

\$1.50 per lineal foot/DAY
Length over all _____ x
\$1.50 = _____ day X 30 = _____ mo.
Minimum 5 day workspace rental.
Includes one in and one out delivery.
Must park vehicles on street. Gate
Hours are 7am-5pm M-F,
Must put tarp on ground to catch dust and debris. Ground must be kept clean daily, no launch until site clean.
See rules page 3, 1-10

Fee's payable to: Amoorng LLC, Special storage instructions or agreements:

Rules and Regulations

The undersigned hereby agrees to the following rules and regulations specified herein by Boat Yard San Diego (hereinafter BYSD):

- A. No work is allowed on the boats inside the storage area other than by BYSD personnel or their authorized contractors and subcontractors. Facility User must designate when a work space is needed and pay \$1.50/ft per day to use our industrial land permit. Minimum 5 day charge.
- B. Any work to be done to the boats on premises is to be contracted through BYSD, or a subcontractor authorized by BYSD if not in a do it yourself space and status.

- C. All holding tanks and/or port-a-potty's must be emptied at a proper pump-out facility before the boat is picked up or brought to BYSD. Facility user understands that BYSD does not have a pump-out facility and will not accept any boat that has not complied with this provision. No oily water bilge pumping.
- D. Facility User agrees not to store or to permit the storage of dangerous, leaking items or materials in the Storage Facility nor to permit any items or materials to be stored in a manner which may cause damage to the Facility. Anything that leaks on ground and is cause for city water and sewer to fail our inspection can result in a \$500 penalty, at BYSD discretion.
- E. While Facility User's boat is stored in the Storage Facility, BYSD shall have the right without prior notice to Facility User to enter the boat for inspecting the boat to ensure that it is not damaging the Storage Facility or presenting a risk to the Facility or other items stored in the Facility. If emergency conditions dictate, BYSD shall have the right to effect emergency repairs to prevent damage to Storage Facility and items stored in the Facility. If items stored by Facility User constitute a health or environmental hazard or a danger to the physical structure of the Warehouse, Warehouseman shall have the right and authority to have such items removed and the costs of such removal shall be the responsibility of Facility User.
- F. Facility User shall be in default upon the happening of any of the following: (a) Rent is not paid as due and, in the amount, due; or (b) any of the covenants and conditions of this Agreement are not performed as agreed or when due; or (c) hazardous conditions caused by storage of the boat exist at or in the Storage Facility.
- G. Remedies available to BYSD for breach of this contract shall include all those remedies available under the laws of the State of California. Further, BYSD shall have the specific right, power, title and authority to move, to dispose of by sale or other method, any and all stored items, materials, equipment, cargo, inventory or commodities which remain in or at the Storage Facility following the sooner date of the termination of this Agreement or thirty (30) days after any failure of Facility User to pay rent as agreed. Any amount realized from such disposition by BYSD which is in excess of the amount or amounts owed by Facility User to BYSD shall be paid over to Facility User within sixty (60) days of such disposition. In addition to the contractual rights of BYSD herein agreed to, Facility User also acknowledges and agrees that storage facility has an absolute right to a abandoned property lien, including reasonable attorney's fees for the enforcement of same, to secure any payments due from Facility User under this Agreement. Facility User hereby grants to BYSD a security interest in any stored items, materials, equipment, cargo, inventory or commodities to the extent of the full amount owed by Facility User to BYSD under this Agreement. If requested by BYSD, Facility User shall prepare and execute a financing statement for filing as may be applicable.
- H. Either party may terminate this Agreement by giving the other party thirty (30) days prior notice of such termination. At the conclusion of said 30 day period, Facility User agrees that BYSD shall no longer have any responsibility for Facility User's boat and/or property stored in the Storage Facility.
- I. Any notice required or allowed by this Agreement shall be made by personal service, registered or restricted delivery by United States mail, national courier service with registered delivery and shall be deemed effective only upon receipt by the party to whom notice is directed.
- J. Facility User agrees to defend, indemnify and hold harmless BYSD from any federal, state, or private party claim, lawsuit, settlement, judgment, penalty, fine or other cost, and reasonable attorneys' fees which may result, arise or be caused from the use and occupation of the Storage Facility by the Facility User.
- K. Facility User shall maintain an insurance policy or policies which provide a minimum aggregate amount of \$ 300,000, and a certificate of insurance must be furnished to BYSD as the certificate holder. The facility user guarantees that insurance will be maintained for the duration of the storage contract
- L. This Agreement shall be subject to and construed according to the laws of the State of California, except where the laws of California may be superseded by federal environmental laws.
- M. This Agreement contains the entire agreement between the parties regarding the subject matter and may be changed only by subsequent written instrument signed and agreed to by both parties.
- N. Dropped off or additional storage items stored without permission or without signing work order will immediately be towed or put out on street.

****Monthly storage fees are billed monthly or quarterly and are due upon receipt. All fees must be paid in full before boat leaves premises. No boat can launch when fees are still unpaid or your space not cleaned.**

***Signature denotes acceptance of all rules and regulations stated on the reverse of this form.**

*** _____
 Facility User sign/date
 Estimated storage stop date _____**

_____ storage Billing Start Date

Do it yourself workspace rules and regulations

1. Nothing on ground that can wash down into sewer. Any sanding must have self-provided tarp under entire boat before boat moves in.
2. No working on autos in yard. _____ initial.
3. No personal or company vehicles are allowed to park inside yard. Street parking is plentiful and close by. 1st and last day of stay, one vehicle can load and offload inside yard but must park on street after unloading.
4. No smoking around flammable liquids or storage lockers. All butts to trash.
5. Trash and dumpster. No dumping in dumpster, light trash OK, do not dispose of liquids of any kind, paints, battery's, oily stuff, engine coolant or chemicals that are a bio hazard. Take them to dump or out of yard asap.
6. Do not disturb tenants at Rapid Prep, Hawthorne or Kleen Blast. Our yard is West lot behind rapid prep building.
7. When given combo to gate to enter , ensure the gate is locked LOCK to LOCK so either tenant can open. Caution, gate must be pulled tight to minimize gap but chain and lock left somewhat loose to open from inside or outside.
8. Boat can not leave unless bill is paid in full. We accept cash or check only. Payable to Amooring LLC
9. Please do not ask to borrow boat yard tools. Client may pay a \$200 deposit and a fee of \$50/week to rent any of our tools.
10. Forklift lifts are \$25/ max. 15 minutes and \$25 per each additional 15 minutes. Lifts 3500-7500 pounds are \$75/lift. Crane lifts up to 25 ton are \$200 min for 30 mins or \$400/hr. Comes with mandatory safety spotter.
11. Hiring our professional services while on workspace status, gets 25% labor discount off \$95/hr. rate.

Agent for do it yourself workspace

Name _____ Phone _____
Email _____
Business name _____
Insurance carrier _____ policy number _____

I agree to abide by additional rules 1-10 for do it your self space. And agree to daily 1.50/ft rate.

_____ date _____

Signed

**This form is stored online for download at
<http://boatyardsandiego.com/boatstorage.html>**