

# BOAT HANDLING & STORAGE AGREEMENT

This Agreement made on \_\_\_\_\_, by and between the undersigned Owner(s) or their representatives of the vessel(s) described below and CHARLESTON BOATYARD MARINA, L.L.C. d/b/a "Cooper River Boatyard" (hereinafter called "CRBY" shall provide boat handling, dry storage and other services (e.g. dockside services, equipment rental, repairs, maintenance etc.) to the Owner's vessel in accordance with the Terms of this Agreement, which includes, but is not limited to, the "Estimate". Owner or the representative on behalf of the Owner warrants and represents to CRBY that the following information is correct:

Owner's Name \_\_\_\_\_ Authorized Representative/Agent \_\_\_\_\_  
Email \_\_\_\_\_ Email \_\_\_\_\_  
Cell # \_\_\_\_\_ Cell # \_\_\_\_\_  
Home Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Insurance Information: A copy of the required proof of insurance MUST BE SUBMITTED AT OR PRIOR TO ARRIVAL OF THE VESSEL

**BOAT HANDLING, STORAGE AND SERVICE RATES:**

CRBY provides services to the vessel at the prices, rates and/or charges described in the "Estimate" and /or rates and tariffs as published and/or available at CRBY premises upon request. All rates and tariffs will be charged as valid at the time of service. In case of any latent defects or unforeseen problems discovered during the course of the vessel's haul-out or dry storage, Owner or their representative agree to pay for all additional services or supplies necessary to remedy the situation in the best interest of the vessel. Owner or representative agree to pay all sales taxes and any other taxes required by federal and state law. Owner or their representative unconditionally and irrevocably guarantee to CRBY the full and punctual payment of all costs and expenses for services and/or materials furnished to, or on behalf of, the vessel in accordance with the "Terms of the Boat Handling and Storage Agreement", which is attached hereto or available upon request. Owner or representative acknowledge that TIME IS OF THE ESSENCE in paying CRBY's invoices and/or statements.

Owner or their representative acknowledge this Agreement includes and incorporates by reference the following: (a) "Terms of the Boat Handling and Storage Agreement"; (b) CRBY's "Estimate"; (c) CRBY's published rates and prices (d) "Cooper River Boatyard Operational Practices Guidelines"; (e) "Cooper River Boatyard Insurance Requirements for Commercial and Maritime Tenants and Contractors"; and (f) "Crew, Contractor and Guest Form". The person signing as or on behalf of the Owner and vessel personally guarantees the Owner's and vessel's performance under this Agreement.

CHARLESTON BOATYARD MARINA, L.L.C. Owner/or authorized representative/agent  
a South Carolina limited liability company

By \_\_\_\_\_ Signature \_\_\_\_\_  
CRBY Representative

\_\_\_\_\_ Print Name \_\_\_\_\_ Print Name