



Storage Agreement

Customer Information:

UNIT #: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Mobile Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Emergency Contact Information:

Name: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Mobile Telephone: \_\_\_\_\_

Vessel Information:

Vessel Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Hull Identification #: \_\_\_\_\_

Trailer Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

Insurance Information:

Company: \_\_\_\_\_

Agent: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Lien Holder:

Lien Holder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone: \_\_\_\_\_

YHWS Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



Credit Card Authorization Form

ALL Information is required:

Name on CC: \_\_\_\_\_

Type of CC:  Visa  MasterCard  American Express

CC #: \_\_\_\_\_

CVS: \_\_\_\_\_ Expiration: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

How would you like to receive your receipt for monthly billing?  Email  Fax  Mail

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

I, \_\_\_\_\_ give authorization to Young Harris Water Sports to charge my Credit Card for charges made to my storage account.

I certify, that I am a signer on the account listed above with full authority to grant this authorization on behalf of Company/Customer. I certify that Young Harris Water Sports is authorized to debit the account for any charges placed to my storage account, which may include storage charges as outlined in my Storage Terms and Conditions, items/services requested and authorized service repair orders.

I Certify, that in the event that any such debit is declined, I agree to have my storage account paid in full within the week it was declined.

I Certify, that I authorize Young Harris Water Sports too initiate debits to the credit card to pay for purchases and storage fees, I certify that this authorization shall remain in full force and effect and the authority herein given to Young Harris Water Sports shall remain irrevocable until Young Harris Water Sports receives written notice of revocation of such authority. Revocation shall not affect any action taken prior to receipt of such notice.

I understand that my Credit Card number will be stored at Young Harris Water Sports in my storage file.

**By signing this form, you authorize Young Harris Water Sports to charge your card as outlined above.**

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit #: \_\_\_\_\_

Customer Name: \_\_\_\_\_

YHWS Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



**Terms and Conditions**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Young Harris Water Sports, 1525 Mining Gap Road, Young Harris, GA 30582 herein referred to as "Landlord" and \_\_\_\_\_

\_\_\_\_\_ herein referred to as "Customer" subject to the terms and conditions below.

**Duration:**

This storage agreement is for a period from \_\_\_\_\_ to \_\_\_\_\_.

**Renewal of Storage Agreement:**

The storage agreement will automatically renew for a 12 month period if neither party notifies in writing the other at least 30 days before the end date listed above in the "Duration" article. When the contract renews, it will renew at the advertised rates on the date of renewal. All existing conditions and space involved at the time of renewal will remain the same.

**Late Payment:**

All rental invoices are due upon receipt. Payment received after the last day of the month will be considered late. An additional \$10.00 fee will be added to that payment cycle. The Landlord has a lien on the property stored in a leased space the day the rent is unpaid and due. The property stored in the leased space may be sold to satisfy the lien if the occupant is in default, as per Georgia Law.

**Storage Agreement Not Transferable:**

Tenant agrees not to let, sublet, or assign the whole, or any part of the premises without written consent of the Landlord.

**Vessel Insurance:**

Customer warrants that the vessel is insured for liability. Customer agrees that the customer will be held responsible for all damages the vessel may cause by any means to other vessels at Young Harris Water Sports or to Young Harris Water Sports structures, equipment, or facilities. Customer agrees to have the vessel covered including hull coverage, indemnity, and liability. Customer agrees to release and discharge Landlord from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Landlord Facility. This release and discharge shall cover without limitation any loss or damage resulting from Landlord's employees parking, driving, operating or hauling customer's vessel, vandalism, theft, fire, hail, wind, collision, ice, rain, or any other act of God.

**Permission to Store Vessel:**

By terms of this storage agreement, Customer shall be allowed to store/park the above described vessel at Young Harris Water Sports. Customer agrees that the Landlord shall designate the location of the storage space. Landlord may refuse to rent storage space to any person for any reason. Customer shall be responsible for properly securing the vessels equipment and customer shall be responsible for articles left in/on vessel.

**Permission to Board Storage Vessel:**

While the vessel is in dry storage, only the vessel owner and Young Harris Water Sports Staff shall be allowed on vessel. Customer hereby acknowledges that Landlord assumes no responsibility for the care, protection, or security of the boat's gear, equipment, appurtenances and contents.

**Access and Landlords Right to Use:**

Customer shall recognize that access to Young Harris Water Sports may be limited on occasion by capacity factors beyond the Landlord's control. The Landlord does not guarantee access by terms of the storage agreement either implies or stated. Landlord shall not be obligated to remain open for business 7 days a week and reserves the right to set its business hours with regard to seasonal changes in daylight hours and existing weather conditions.

YHWS Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



Indemnification:

Customer agrees to defend, indemnify, and hold harmless Young Harris Water Sports and its manager, employees and assigns for any and all claims, damages, losses, demands, causes of action, or liabilities of any kind whatsoever, including but not limited to attorney’s fees and expenses, which arise out of or are in any manner connected with any breach of this Storage Agreement by customer or customers assignees. Customer agrees to pay all costs, including reasonable attorney’s fees and expenses, incurred by Landlord in any judicial proceedings relating from Landlords attempt to enforce any and all provisions of this Storage Agreement.

Vessel Condition:

This storage agreement is contingent upon examination and approval of the vessel by the Landlord. Vessels not in good condition will not be admitted to Young Harris Water Sports. Failure to maintain the vessel in good condition shall be cause for termination of the Storage Agreement. The condition of the vessel shall be appraised and determined by the Landlord, in its sole discretion. All decisions of condition and maintenance of good condition made by the Landlord shall be final and binding.

Advertisements:

No signs or advertisements allowed “without written authorization” from Landlord.

Creation of Lien:

The customer hereby grants to the Landlord a Landlord’s lien as further consideration for the Storage Agreement against the vessel being stored for all sums due to the Landlord from the customer for storage, maintenance, provisions in favor of the Landlord. The lien may be enforced by the Landlord according to the laws of the State of Georgia. Customer shall not remove his/her vessel from the rented space until all charges secured by the liens described in this agreement have been paid in full. Customer agrees to reimburse Landlord for reasonable attorney fees and cost relating to a suit or other collection efforts by Landlord against customer to collect any amounts due under this agreement or any amounts due and secured by the liens described in this agreement. If customer fails to remove vessel in a timely manner his/her vessel and equipment from the rented space at the termination of this agreement, Landlord shall have the option of: (1) charging customer daily rent on a pro-rata basis for the space occupied; or (2) taking possession of the vessel and equipment and locking it to the space occupied; or (3) moving the vessel and equipment to another location; or (4) pursuing any other remedy available under law.

No Warranties:

The customer shall rent the space from the Landlord in its “as is” condition. The Landlord specifically disclaims all warranties, including but not limited to those of merchantability or fitness for a particular use.

Emergency Events:

In any emergency situation, Landlord shall be permitted to move customer’s vessel to a safer location if possible, however, Landlord shall not be required to provide this service. Customer shall indemnify and hold Landlord safe and harmless from any and all liability, injury, loss or damage caused by or resulting to customer’s vessel due to an emergency situation.

**I certify that I have read and agree to the storage agreement terms and conditions listed in this agreement. I recognize that all information contained in this document is accurate and legally binding.**

Customer:

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Landlord’s Representative:

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

YHWS Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_