

CSR MARINE, INC
"Do-it-Yourselfer" Agreement

Owner Identification:

Name: _____ Boat Year, Model & Make: _____

Address: _____

Length & Beam: _____

Phone # (cell pref).: _____ Boat Name: _____

Estimated Use Period: From ____/____/____ to approximately ____/____/____

Work to be performed by Owner: _____

This "Do-it-Yourselfer" Agreement (the "Agreement") is entered into between CSR Marine, Inc. ("CSR"), and the above identified Owner ("Owner"), for the Owner's limited use of a portion of CSR's facilities for the purpose of the Owner's temporary storage and conduct of work upon the Owner's above identified boat (the "Boat"), and contains the terms of the parties' Agreement.

1. Limited Use License. Subject to the terms and conditions of the Agreement, CSR grants to Owner a limited revocable license to use a portion of CSR's facility located in Seattle for the limited purpose of accommodation Owner's diligent conduct of his or her own work upon the Boat.

2. Specific Limitations of Use/Assistants/Indemnification. The license granted to Owner is personal to Owner and may not be assigned. The express purpose of the license is to provide Owner a location to perform his or her own work on the Boat as a "so-it-yourselfer", and not for Owner to serve as a general contractor in conducting such work. Owner, with CSR's express permission, may have additional people assist Owner in Owner's work, and are not employees or independent contractors to Owner. Owner shall be solely responsible for the safety and well-being of all persons assisting Owner in Owner's work, and shall indemnify and hold CSR and the city of Seattle harmless of all claims, expenses, and liabilities of any kind or nature in respect to such persons, to the maximum extent allowed by law. CSR reserves the right to exclude any and all persons from its premises. Owner, and any assistants, shall be permitted on CSR premises for the purpose of performing work on Owner's boat, and shall have no other right to use or occupy CSR premises. Owner shall not be permitted to store any property other than the Boat on the CSR premises without the express permission of CSR, which permission may be subject to such conditions as CSR may require, and may be revoked at any time. Owner shall be solely responsible for all loss, damage or destruction of any property brought on the CSR premises to the fullest extent allowed by law.

3. Conduct of Owner's Work/Adherence to Best Shipyard Practices/Indemnification. Owner shall conduct Owner's work in a diligent, safe, neat and clean manner. Owner and Owner's assistants shall conduct themselves in a courteous manner that is not disruptive to the employees or business of CSR, or the work of other persons conducting work on the CSR premises. Owner shall conduct all work in strict conformity with Best Shipyard Practices promulgated by the Washington Department of Ecology, a copy of which are attached hereto, and which are also posted on the CSR premises. Owner shall hold harmless, reimburse and indemnify CSR and the city of Seattle from all claims, expenses and liabilities of any kind or nature arising from Owner's failure to adhere to Best Shipyard Practices, including but not limited to all expense incurred by CSR in rectifying any act, omission or practice of Owner in contravention with such Best Shipyard Practices. CSR reserves the right to stop any and all work conducted by Owner in a manner, which CSR deems unsafe, or in violation of Best Shipyard Practices.

4. Use of CSR Equipment/Indemnification. Owner and persons assisting Owner in Owner's work shall not be permitted to use the tools and equipment of CSR. In the event Owner or any of Owner's assistants should make use of any tools, equipment or supplies belonging to or in the possession of CSR, express permission or otherwise, Owner accepts all risks associated with the use of the same, and shall hold harmless and indemnify CSR and the city of Seattle from all claims, expenses or liabilities of any kind or nature whatsoever arising therefrom.

5. Area of Permitted Use. CSR will, in its sole discretion, designate the area or areas within CSR's facility in which Owner may locate the Boat for conduct of the work and/or temporary storage, and Owner shall not be entitled to use any other areas of the CSR facility.

6. Term/Holding over. The parties agree that the initial term of the license granted herein should be for the Use Period, identified above, and may be extended by mutual agreement. Notwithstanding the foregoing, either party may terminate this Agreement and the license granted herein upon three (3) days prior written notice to the other party.

Upon termination of this Agreement, Owner shall immediately remove the Boat and all of Owner's other property from the CSRM premises. In the event Owner fails to timely remove the Boat and other property from CSRM's premises, CSRM may, in addition to other remedies allowed by law or equity, arrange for the removal and storage, for Owner's account, of the Boat and other property, and Owner shall reimburse CSRM for all expense incurred in doing so, and shall pay CSRM the Use Fee indicated above for every day that the Boat and other property remain on CSRM's premises after termination of this Agreement.

7. Use fee/Payment. The Use Fee for the license granted herein is set forth above. CSRM will invoice Owner monthly and/or prior to the Owner removing the Boat from CSRM's facility. Owner shall pay the Use Fee, without any deduction or setoff, within fifteen (15) days of invoice. Overdue accounts shall accrue interest at the rate of twelve percent (12%) per annum. Owner shall pay all Use Fees in full prior to removal of the Boat from CSRM's facility, CSRM shall be entitled to retain possession of the Boat until all Use Fees are paid, and Use Fees shall continue to accrue for the account of Owner during all periods of possession by CSRM. Payment shall be by Credit Card only.

8. Statutory Rights and Liens/Possession. CSRM reserves all rights, liens and remedies granted by law, and shall be entitled to retain possession of the Boat until paid in full for all work, services, and fees due CSRM. Without limiting the foregoing, it is agreed that CSRM shall have and enjoy a storage lien under RCW chapter 60.60 against the Boat and other property of Owner brought onto the CSRM premises, for all fees and other amounts due hereunder, and that CSRM shall enjoy all remedies available under RCW Chapter 60.60 to recover amounts due hereunder.

9. Security/Insurance/Risk of Loss. Owner acknowledges that others will be permitted unmonitored access to the CSRM facilities for purposes of conducting work on other boats, and that CSRM makes no warranty or representation to Owner regarding the provision of security of the premises or of the boats located upon the premises. Owner accepts the full risk of all loss, theft, vandalism, damage and/or destruction of Owner's boat, equipment, supplies and other property brought upon the CSRM premise, and releases CSRM of all liabilities in respect thereto. Owner further agrees to keep and maintain good and sufficient property and casualty insurance upon the identified Boat, for the full value thereof, while located at the CSRM facility, with full waiver of subrogation as against CSRM and the city of Seattle.

10. Dispute Resolution. This Agreement shall be governed and construed under Washington law. Any and all disputes howsoever arising hereunder, including any dispute between Owner and the city of Seattle, shall be subject to mandatory arbitration before the King County Superior Court, pursuant to the state and local rules of mandatory arbitration. The parties agree to the exclusive jurisdiction of such court and to the application of such rules regardless of the amount in controversy or the nature of relief sought, and to waive any jurisdictional limitations otherwise imposed by such rules. The arbitrator shall be an attorney experienced in general business law and marine affairs.

11. Lay Day Rates. Lay days (daily storage) rates are \$0.75/foot of vessel's overall length per day for the first fourteen (14) days only. Beyond 14 days, the lay day rate shall increase to \$1.50/foot/day. Lay day charges shall be billed weekly, or monthly, at CSR's discretion, and are payable upon receipt. Unpaid lay day charges may result in the vessel's eviction from CSR property, regardless of the vessel's condition. Any costs associated with removing vessel from CSR premises will be charged to vessel owner/custodian.

12. Insurance. By signing this agreement, owner/vessel representative guarantees that said vessel is carrying a minimum of \$500,000 liability/comprehensive insurance. A copy of the vessel's insurance policy may be requested at any time by CSR Marine. **Failure to provide proof of insurance with 24 hours is grounds for CSR Marine to immediately revoke this agreement and cause vessel to be removed from CSR premises, regardless of condition.**

13. Savings Provision/Complete Agreement. Should any provision of this Agreement **check this**, such provision and the remaining provisions of these Terms and Conditions shall be enforced to the fullest extent allowed by law. This is the complete Agreement of the parties as to the terms provided herein, and may not be altered, modified or supplemented except in a subsequent writing signed by both parties.

Owner/Vessel Representative _____ Date _____