

Homer Spit Properties LLC

Indoor & Outdoor Storage Boat Storage Large Vessel Haul Out Moorage Marine Logistics

3232 Homer Spit Rd, Homer, AK 99603

Phone: 907-226-3180 E-mail: admin@homerspitmarineterminal.com

STORAGE AGREEMENT

Permittee: _____ Phone: _____

Cell: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Description of item(s) / Boat name / AK#: _____

Commencement date: _____

Homer Spit Properties LLC ("HSP") and Permittee agree that:

- Permittee may use the site designated by HSP (the "premises") only to store the vessel, gear or other items described above (the "Equipment"), together with incidental gear, supplies and equipment. No residential use is permitted. Except in accordance with section 12, the Equipment may not contain any dangerous, hazardous, odoriferous or leaking substance or material which is capable of contaminating or damaging the premises or other property. Permittee may not store property owned by third parties, except equipment used to repair, maintain or improve the Equipment at the premises. Permittee will access the premises along routes and during times designated by HSP. **[Get copies of keys or combinations if permittee locks up the equipment?]**
- HSP may mark the premises' boundaries with paint, stakes, cones or other temporary marking. Permittee will not alter or degrade the marked boundaries. If requested by HSP, on 2 weeks' notice Permittee will move or relocate the Equipment to a different site designated by HSP. In case of emergency, HSP may move the Equipment if HSP is unable to contact Permittee or Permittee is unable to move the Equipment immediately, but HSP will not be liable for damage caused to the Equipment in the absence of HSP's gross negligence.
- Permittee may not install structures, fences or other barriers or improvements, but Permittee may place a tent or other temporary cover over the Equipment. The premises are unfenced, unmonitored and not secure. Other users and the public may have access to the premises. If requested by Permittee, HSP may in its discretion permit Permittee to install fencing or other security. HSP has no liability for vandalism, theft, acts by third parties, casualty or natural elements, or similar cause resulting in damage to or loss of the Equipment. Permittee will notify HSP promptly after Permittee discovers damage or loss to the Equipment.
- Permittee may perform repairs, maintenance and improvement to the Equipment at the premises, at Permittee's sole risk and expense.
- Permittee must comply with all applicable laws, ordinances and regulations and use rules promulgated by HSP.

- The premises have no utilities or other services. Permittee may not install utilities or other services but may use a portable generator or batteries for needed power. Permittee will keep the premises in a safe condition, clean, and free of trash.
- Permittee will pay rent for the premises in accordance with Attachment A. Rent is due on or before the first day of the month. If the term commences other than the first day of the month, the rent will be prorated. Otherwise, rent is payable for the entire month. If HSP terminates without default other than as of the last day of the month, prepaid rent will be reimbursed for the unused portion of the month. If under Attachment A rent is weekly, then each reference to “month” will be interpreted as a reference to “week.”
- Permittee accepts the premises on an “as is” basis. HSP makes no representations regarding the premises other than that it owns the premises.
- Upon reasonable prior notice, HSP may inspect Permittee’s use of the premises.
- Permittee will indemnify, defend and hold harmless HSP, its member, officers, managers and employees from and against any and all loss, liability, damage, claims, demands, actions and/or proceedings (and all related expenses including reasonable attorney fees) of whatever nature as a result of damage to, loss or destruction of any property or injury to or death of any person caused or arising directly or indirectly out of or in connection with the Equipment or the actions or omissions of Permittee or Permittee’s employees or contractors while on HSP property.
- Permittee’s use and storage of Equipment is at Permittee’s sole risk. Permittee understands that HSP is not providing any insurance coverage on Permittee’s behalf. Permittee may, at its own expense and in its own name, obtain insurance against loss or damage by fire and other such risks as it determines to cover the Equipment. Permittee waives any claim that may arise against HSP and its member, officers, managers and employees that would be covered by casualty insurance, if carried by Permittee, and Permittee’s casualty insurance must waive subrogation against HSP. If Permittee engages in significant work on its Equipment or frequently accesses its Equipment, HSP may require Permittee to carry commercial general liability, motor vehicle and/or other liability insurance with such limits and terms as HSP may specify.
- Permittee may not bring, leave, store, use, generate, transport, produce or release any hazardous substances in, on or about the premises without HSP’s express written consent. However, Permittee may store, use and transport small, reasonable amounts of fuel, lubricants, solvents, paints and similar products used in connection with the Equipment or storage, repair, maintenance or improvement of the Equipment, provided that Permittee first notifies HSP of the nature, use and amount of such hazardous substances. All hazardous substances must be used and stored in compliance with all governmental regulations, manufacturer's directions and best business practices. From time to time HSP may inspect the premises and Permittee’s use for compliance with this section and impose specific use and reporting requirements to promote or assure compliance. Permittee will indemnify, defend, and hold harmless HSP, its member, officers, managers and employees from any claim, judgment, damage, penalty, fine, cost, liability, or loss (including diminution in value of the property, remediation expenses, investigation of site conditions, and legal and expert fees) which arises as a result of contamination of the premises or other land, air, or water by hazardous substances or the release or threatened release of hazardous substances as a result of acts or omissions by Permittee or other persons for whom Permittee is responsible, unless caused by or resulting solely from the negligence of HSP. Permittee must immediately notify HSP of any contamination of the premises or other land, air, or water by hazardous substances, any release or threatened release of hazardous substances, and any

notice from a governmental agency respecting contamination of or any release or threatened release of hazardous substances at the premises or nearby land, air, or water. Unless Permittee notifies HSP before placing its Equipment on the premises of the apparent contamination of the premises by hazardous substances, it will be conclusively presumed that any contamination of the premises present when Permittee vacates the premises was caused by Permittee unless Permittee can establish by clear and convincing evidence that the contamination was present before Permittee placed its Equipment on the premises. If contamination is present for which Permittee is responsible, then at HSP's election either Permittee must diligently conduct a thorough and complete remediation of the premises and other land, air and water to remove all contamination pursuant to a remediation plan approved by HSP, which approval will not be unreasonably withheld, or Permittee must reimburse HSP for all reasonable costs incurred by HSP in conducting the remediation. "Hazardous substances" means any hazardous, radioactive, corrosive, toxic, highly flammable or explosive substance, material, or waste which is or may become regulated by a governmental authority, including petroleum products.

- Either Party may terminate this agreement, other than for default, by giving of not less than 2 weeks' notice to the other specifying the date of termination. In the event of default, HSP may exercise all available remedies, including termination of this agreement.
- Upon termination of this agreement, Permittee must vacate the premises, leaving it in as good condition as existed at the time of initial occupancy. Permittee will reimburse HSP for any expenses that may be incurred for cleanup of the premises. Occupancy beyond the termination date is not allowed without the written consent of HSP. Rent for occupancy beyond termination date will be 150% of the stated rent. Items not removed from the premises within 48 hours of the date of termination may be impounded and are subject to sale at a public auction. Termination will not affect claims existing as of the termination, relating to the termination, or based on indemnity and defense obligations, all of which will survive termination.
- In no event will HSP be liable under any claim, demand, or action arising out of or relating to this agreement for any special, direct, indirect, incidental, punitive or consequential damages, or lost profits or revenues, or any other similar damages, whether or not HSP has been advised or otherwise had reason to know of the possibility of such claim, demand, or action or such damages or lost profits or revenues.
- Payment not paid when due will bear interest at 1.5% per month, but not more than the highest rate permitted by law.
- Permittee may not assign or sublease this agreement.
- At all times Permittee will have exclusive possession and control of the Equipment. This agreement does not create a bailment or warehousing relationship. HSP has no possession or responsibility for the Equipment.
- Any notice given under this agreement must be sent by hand delivery, telephonically confirmed e-mail or facsimile transmission to the recipient at the address set forth above, or posting on the Equipment. Notices are effective upon receipt or posting or when receipt is refused.
- This agreement has been entered into and is governed by the laws of Alaska, excluding conflict of law principles. Venue for any dispute arising out of this Agreement will be exclusively in Anchorage or Homer, Alaska.

- Disputes under or relating to this agreement are be subject to binding arbitration under the Revised Uniform Arbitration Act, A.S. 09.43.300 et seq. of the State of Alaska. The arbitration will be decided by a single arbitrator, who must be independent of the parties, neutral, and impartial. No arbitrator may have a known, direct, and material interest in the outcome of the arbitration or a known, existing, and substantial relationship with a party. Except as provided otherwise by the Act, the arbitrator may adopt such rules, policies, and practices as he or she determines will further a good faith, just, and prompt hearing and determination of the dispute. The parties will abide by and perform any award rendered by the arbitrator, and a judgment of any court having jurisdiction may be entered on the award. The arbitrator, and the court in any judicial proceeding, in any dispute under or relating to this agreement will award to the prevailing party as part of or incident of such action or proceedings all reasonable attorney’s fees and costs incurred in the preparation and prosecution of such action or proceedings. In the event of any judicial proceeding arising out of or relating to this agreement, each party irrevocably waives all right to trial by jury.
- This agreement may be amended or canceled, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by all parties. This agreement may not be amended or modified by course of conduct. This agreement contains the final, entire agreement between the parties with respect to the subject of this agreement. Any representation, warranty, covenant or condition not set forth in writing signed by the parties is void and of no effect.

APPROVALS:

Authorized Signature for Homer Spit Properties LLC	Date	Permittee	Date
		Printed Name	