**PECKS' BOATS, INC. (PBI)**

**2026-27 STORAGE & SERVICE AGREEMENT FOR PECK'S MARITIME ASSOCIATION (PMA) MEMBERS**

**3800 Falmouth Road, Marstons Mills, MA 02648 (508) 428-6956**

The undersigned boat owner(s) (hereinafter "Owner" whether singular or plural) hereby enters into an agreement to store/service the vessel (Boat) named below at 3800 Falmouth Road, Marstons Mills, Massachusetts. Owner is a member of Peck's Maritime Association (PMA), which is a nascent association of stakeholders supporting The Boatyard Project: the evolution of cooperative ownership and management (Stakeholder Cooperative) of 3800 Falmouth Road, Marstons Mills, MA 02648 (the Property or Facility). Boat storage at the Property is provided as self-storage with access to a growing network of independent service providers, including Pecks' Boats, Inc., which will continue to provide services, lease the appropriate portions of the boatyard, and carry insurance and registrations for maintaining the trucks, trailers, and equipment necessary to an inland boatyard. Therefore, the 2026 storage agreement remains with PBI.

Owner understands that administrative services, office services, billing, and organization of service providers for The Boatyard Project will be provided by Laura Opie and assigns as Peck's Maritime Collaborative (PMC). PMC will also have a membership that can only be earned by participating actively in projects and work shifts that support The Boatyard Project. PMC will not provide or be responsible for marine services, but rather organize its members and provide administrative services to its volunteers, worker members, independent contractors, and business members.

Owner agrees to take full responsibility for his or her actions while on the Property. Owner supports approaching work with common sense, integrity, honesty, transparency, and good will. This includes agreeing to settle arguments through discussion and negotiation, and, if necessary, mediation, rather than by litigation or by threatening litigation. Owner is open to exploring ways to counteract the ill effects created by the insurance industries and other malfunctioning government and industrial complexes. In broad terms, Owner agrees to participate in creating an egalitarian culture that recognizes our interdependence while valuing our individuality.

Owner recognizes that it is crucial for Independent Contractors working on the Property to contribute to the upkeep of the Property through participation in PMC and will facilitate integration of Independent Contractors into the Project by notifying PMC of all work done by others on the Boat. By storing the Boat at the Property and participating in The Boatyard Project, Owner is actively engaged in supporting the development of an organizational model for working that is regenerative.

Owner agrees that the terms of this contract will be transferable to any legal entity that replaces PBI in the management of contracted storage on the Property so long as the practical application of terms are not altered.

**THE UNDERSIGNED IS/ARE THE LEGAL OWNER(S) OF THE BOAT NAMED HEREIN AND AGREE(S) TO THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS FORM.**

**PLEASE PRINT NEATLY! UNDERSIGNED OWNER(S) AGREE TO TERMS ON BOTH SIDES OF THIS AGREEMENT**

_____ _____

OWNER NAME BOAT LENGTH & MAKE

_____ _____

2nd OWNER NAME BOAT NAME

_____ _____

MAILING ADDRESS MS NUMBER

_____ _____ _____

TELEPHONE NUMBERS EMAIL ENGINE TYPE

_____ _____

OWNER SIGNATURE DATE 2nd OWNER SIGNATURE DATE

*****PLEASE FILL IN: ROUGHLY ANTICIPATED LAUNCH DATE. NOT BEFORE: _____ OR AFTER: _____**

**PLEASE INITIAL SERVICES REQUESTED**

_____**OUTDOOR STORAGE PACKAGE,** $7.00 / SqFt PMC; $7.50 / SqFt PMA; .50 / SF discount with Title on file. $1035.00 /$1235 Minimum. - INCLUDES HAULING, MILEAGE FROM PRINCE COVE, POWER WASH, SHORING, STORAGE FOR ANY PORTION OF SEPT. 1, 2026 THROUGH JUNE 30, 2027. PER DIEM EXTENSION AND SUMMER STORAGE DISCOUNTS AVAILABLE IF REQUESTED BY JUNE 1. ALL OTHERS BILLED AT CURRENT DAILY RATES. LENGTH INCLUDES SWIM PLATFORMS, BOW SPRITS, OUTBOARDS, OUTDRIVES, TRAILERS, AND OTHER PROTRUSIONS. OWNER AGREES TO PBI PAYMENT TERMS. PLEASE SEE OFFICE OR WEBSITE FOR UPDATED RATES AND PAYMENT TERMS.

LOA:_____ x BEAM/WIDTH of TRAILER: _____ = _____Sq. Ft.

_____ **I have enclosed $500 non-refundable downpayment by check to hold spot. BALANCE DUE AT TIME OF HAUL**

_____ STORAGE ON TRAILER: Trailer Make:_____ Registration #:_____

_____ SHORT TERM STORAGE FROM _____ to _____ at $_____ (Call for rates)

**STORAGE & SERVICE TERMS**

**GENERAL:** All storage and service provided by this agreement shall be solely at Owner's risk and Owner hereby releases Pecks' Boats, Inc. and associates of all liability for any loss or damage to the person, the Boat, and any other property of Owner or of others, whether or not such loss or damage shall have been caused by the fault or negligence of PBI or its employees, agents, licensees or invitees. OWNER acknowledges that PBI does not have exclusive possession and control of the Boat, which is shared during the storage period with OWNER, who has access to the Boat and is responsible for all aspects of its storage. Accordingly, OWNER acknowledges this Boat Storage Contract does not constitute a bailment and is not for any specific storage space or work to be conducted by PBI. Any work contracted by PBI on the Boat will be under a separate agreement and will not affect terms of storage. Trailers will be stored on the same terms as boats. PBI is not responsible for any items on the Boat. Items stored at PBI must be documented under separate contract.

**IMPORTANT!!! SALE OF BOAT FROM BACK YARD IS PROHIBITED: PBI does not take in boats that are for sale in a Storage Package nor allow boats to be sold while in the backyard. This is to protect other storage customers from strangers walking through the yard.** If there is a spot in the front and PBI agrees to consign the Boat, the launch can be used to move the boat to the front yard before June 30. Additional storage will be due when package expires and PBI will collect a 20% commission if the Boat is sold. Owner is responsible for in-yard moves of other boats required to reposition Boat to front lot or remove it. Storage packages & launches are not transferable to new owners. If Owner wants to sell the Boat but PBI does not want to consign it, the Boat will need to be moved off-premises at the owner's expense. PBI is not obliged to move the boat off the Property.

**EMPTYING OF HOLDING TANKS:** All holding tanks and/or port-a-potties must be emptied at a proper pump-out facility before the Boat is picked up or brought to PBI. Owner understands that PBI does not have a pump-out facility and will not accept any boat that has not complied with this provision. Owner is responsible for any damage or clean-up caused by a tank that has not been pumped out.

**OWNERSHIP OF VESSEL AND CONTACT INFORMATION:** The signer(s) of this agreement is/are the titled owner(s) of the Boat stored at the Facility. Owner guarantees full ownership and will provide proof thereof to PBI upon request. Owner has provided herein a valid phone number, email, and a physical postal address that can receive certified mail. Owner will update said phone, email, and postal address upon any change. PBI will use said phone number, email, and address for all correspondence required herein and will not be held responsible for discovery of a forwarding address should Owner fail to inform PBI of a change of address.

**OWNER'S INSURANCE ON BOAT AND FOR LIABILITY:** Owner shall maintain an insurance policy or policies which covers the full replacement cost of the boat; a certificate of insurance shall be furnished to PBI on request. The Owner guarantees that said insurance policies will be maintained for the duration of the storage.

**STORAGE SPACE "AS IS."** Owner hereby represents that he/she: (1) has made him/herself familiar with the conditions of the Facility including natural and man-made objects, structures and obstructions and the presence of unpaved or irregular areas of the grounds; and (2) is aware of and assumes the various types of risks that are associated with the storage of the Boat or property on the premises. Owner accepts the conditions of the Premises "as is."

**CONTRACT AND SERVICES ARE NON-TRANSFERABLE:** This Boat Storage Contract and any services included with contract are not transferable or assignable by Owner. Prepaid launches or services accepted by PBI in conjunction with this contract will be automatically voided if Boat is sold or transferred. There will be no refund or prorating for services or storage that are voided because of transference of ownership or any other breach of contract.

**ACCESS TO BOAT BY OWNER, INVITEES, OR CONTRACTORS:** During the time of this Boat Storage Contract, Owner will have access to the boat to work on it and may bring adult invitees or contractors to Boat as long as Owner is present at all times. Minors are not allowed in the storage/service areas. If the boat needs work that PBI or its assigns cannot do, owner may bring in an Insured Contractors to work with PMC under then current terms. Insured Contractors must have proof of insurance on file in the PBI office or be billed through PBI or other PMC members for insurance coverage. Owner, contractors, and invitees will exercise due diligence in adhering to State and Federal regulations, and follow all stated, posted and printed rules for conduct at the boatyard. Owner or Insured Contractor agrees to notify PBI of intended hours at Facility and to check in and out at front desk or by phone (508-280-8749) when front office is not open. A PENALTY OF $50 MAY BE ASSESSED IF OWNER, ASSIGNS, OR CONTRACTOR FAILS TO NOTIFY PBI WHEN ENTERING BOATYARD. In all other cases no person will be allowed in the yard without the Owner. PBI reserves the right to refuse or expel any invitees or contractors from the Facility, and to limit access to Boat for reasons of safety or to facilitate daily operations.

**PROCTECTION OF HUMAN HEALTH, THE ENVIRONMENT, THE FACILITY, AND OTHER BOATS:** Owner agrees not to store or to permit the storage of dangerous, leaking items, or materials in a manner that may cause environmental hazards or damage to people using the Facility, the Facility itself and its contents, or other boats stored at the Facility. PBI shall have the right, but not the responsibility, without prior notice to Owner, to enter and inspect the Boat to ensure that it is not damaging or presenting a risk of damaging the Storage Facility or other objects in the Facility or creating any kind of hazard. PBI shall have the right to effect emergency repairs or take other action without consent of Owner to prevent or ameliorate health hazards, or damage to Storage Facility or objects stored in the Facility. PBI shall have the right and authority to have hazardous or potentially hazardous items removed from the premises. Owner shall be responsible for reasonable costs incurred by and actions taken by PBI in protection of human health, the environment, the Facility, and other objects. Owner acknowledges that these rights held by PBI do not constitute a responsibility for inspection or amelioration of hazards and damages.

**EXTENSION/TERMINATION OF STORAGE AGREEMENT**: This storage agreement shall terminate at the expiration date stated within. If Owner desires to extend the contract, Owner will contact PBI at least 14 (fourteen) days before the end of the agreement. PBI does not guarantee that an extension shall be granted. Services included in a package contract are voided when the contract expires and are not automatically extended with storage extension. Either party may terminate this agreement by giving the other party 14 (fourteen) days written notice by certified mail. In the event Owner terminates agreement prior to the expiration of the storage period, or in the event PBI terminates due to default of Owner in the performance of the terms and conditions of this agreement, any storage fee paid by the Owner shall be retained by PBI and shall not be refunded or prorated. Storage at posted rates will be due upon termination of the agreement.

**RELEASE OF BOAT:** Upon termination of this Storage Agreement, if PBI is not contracted to move the boat, Owner shall have the Boat removed by a fully insured motor carrier experienced with boat transport. Owner will pay PBI a minimum of $120 (1 hour) to oversee pick up. Owner understands that the Boat will not be released if Owner's account is not current, and that Owner is responsible for additional storage accrued after the storage period ends, including while Boat is being held for payment. Owner shall be responsible for the cost of in-yard moves required to access the Boat if Owner terminates the agreement or defaults on terms and conditions of agreement or requests early removal. During any period when the Boat is not under contract, posted storage, interest, and billing rates will be applied.

**HOLD HARMLESS:** Owner agrees to defend, indemnify and hold harmless PBI 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 Owner. Storage provided by this agreement shall be solely at Owner's risk and Owner hereby releases PBI of all liability for any loss or damage to the person, Boat, and any other property of Owner whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of PBI or any of PBI's employees, agents, licensees or invitees.

**PERMISSION TO MOVE THE BOAT:** PBI has the authority to move the boat within the yard for any reason. If actions or requests by Owner cause a need for the boat to be moved, Owner agrees to pay for the in-yard move at the rate posted at the time of the move.

**CONDITIONS FOR DEFAULT**: Owner shall be in default upon the occurrence of any of the following: (a) Storage or other associated fees are not paid fully in advance of storage or on completion of work; 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 the Facility. Any default shall be considered a breach of contract.

**REMEDIES FOR BREACH OF CONTRACT:** Remedies available to PBI for breach of this contract shall include all those remedies available under the laws of the State of Massachusetts. Further, PBI shall have the specific right, power, title and authority to move or to dispose of by sale or other method the Boat any and all stored items, materials, equipment, cargo, inventory or commodities which remain ninety days after the termination of this agreement or period covered by this agreement. Any amount realized from such disposition by PBI which is in excess of the amount or amounts owed by Owner to PBI, including all costs of said disposition, shall be paid to Owner in person or by sending a check by certified mail to the most recent address on file. Check shall be sent within 60 (sixty) days of such disposition. If check is returned or not cashed within 60 (sixty) days, Owner's rights to residual funds will be abrogated and PBI will retain residual funds.

**ENTIRETY, LEGAL PERFORMANCE, AND SEVERABILITY:** 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. The validity and interpretation of this agreement shall be governed by the laws of the Commonwealth of Massachusetts. This agreement is to be performed within Barnstable County, Commonwealth of Massachusetts, and the parties agree that any action in law or equity relating to this agreement shall be brought in either the District or Superior Court, within said Barnstable County. Should any term or condition of this Boat Storage Contract be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.