

Winter Storage Agreement

Lorain Harbor Boat Club

PO Box 697, Lorain, Ohio 44052
440-288-0500

This agreement is entered into this _____ day of _____, 20____ by and between the Lorain Harbor Boat Club, Inc, 108 Alabama, Lorain, Ohio 44052, County of Lorain, State of Ohio hereinafter known as LHBC, and the Active/Lifetime member: _____ who resides at _____ city _____ and state _____ zip _____ the BOAT OWNER hereinafter known as the OWNER and Tenant, and is subject to the terms and conditions laid out below and on the back.

- 1 This Winter Storage Agreement is for the period of _____ to _____ inclusive and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space availability and payment of additional fees.
- 2 This storage agreement requires a non-refundable deposit of \$ _____ .
- 3 The boat to be stored is designated as:
Boat Name: _____ Make: _____
OH/Doc #: _____ HIN: _____
Length (LOA): _____ Beam: _____ Displacement: _____
Emergency Phone: _____ Email: _____
- 4 The Owner is responsible for providing stands/cradles and identifying lifting points on the boat. Specify lay-up method: Cradle Stands Other _____
- 5 LHBC is only providing haul-out, storage and launch services. It is the OWNER's responsibility to see to proper winterizing of the boat. The OWNER may use LHBC power-wash gear to clean the hull.
- 6 A signed agreement and required deposit must be returned prior to haul-out.
- 7 Any unpaid balance with LHBC must be paid in full before the boat is launched.
- 8 OWNER acknowledges they have also read the back of this agreement for additional conditions

Services covered by this agreement:

- | | | |
|--|--|----------|
| <input type="checkbox"/> Haul-out, Storage and Launch | Length: ____ at \$ ____ per ft | \$ _____ |
| <input type="checkbox"/> Mast step (not linked to storage) | Length: ____ at \$ ____ per ft | \$ _____ |
| <input type="checkbox"/> Haul-out/Launch (not linked to storage) | Length: ____ at \$ ____ per ft | \$ _____ |
| <input type="checkbox"/> DrySail Slot (charged by Sq Ft) | Square Foot: ____ at \$ ____ per ft ² | \$ _____ |
| <input type="checkbox"/> Other _____ | | \$ _____ |
- (Haul-out of sailboats requires dropping mast) Service(s) Sub-Total: \$ _____
(No mast charges with Storage contract) Non-Member 25% Surcharge: \$ _____
Sub-Total: \$ _____
Sales Tax (6.5%): \$ _____
Total Due: \$ _____
Less Deposit: \$ _____
Net Due: \$ _____

Please complete and attach a Payment Form with your payment details.

OWNER/Tenant agrees that all charges for storage, repairs, supplies, materials and other services accruing under the terms of this agreement shall give LHBC/Landlord a valid lien upon the OWNER's boat and/or motor and that no boat shall be removed from the LHBC/Landlord's premises until all charges are paid.

Mail completed form, deposits, and payments to: LHBC, PO Box 697, Lorain, Ohio 44052

Agreement Accepted by:

Principal Owner: _____

LHBC: _____

Owner: _____

Winter Storage Agreement – Additional Conditions

These Terms and Conditions govern storage with Lorain Harbor Boat Club, Inc, (LHBC). Each boat owner/tenant having storage privileges with LHBC is subject to these terms and conditions and acknowledges by signing the front of this agreement that they have read and agree to abide by the same.

Liability Limitations / No Bailment – Notwithstanding anything to the contrary contained in these terms and conditions, in any application or in any other form, the tenant shall not be deemed a bailee, nor shall LHBC be deemed a bailor. LHBC does not insure the property of the tenant. LHBC will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the LHBC marina facilities.

Tenant Releases and Discharges LHBC, its officers, board members, and employees from any and all liability from loss, injury (including death) or damages to persons or property sustained while in or on the facilities of LHBC, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any Act of God, whether said boat is being parked or hauled by an agent of LHBC or not.

Tenant's Insurance – Tenant agrees, at all times, to keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance, at tenant's sole cost.

Boat Cradle/Stands – Tenant will place his/her name and boat's name on any cradle/stands which is used for storage of his/her boat. No other name shall be on the cradle. It is further agreed and understood that LHBC assumes no liability for injury, loss or damage caused by any inadequacy of the tenant's cradle/stands and further, reserves the right to refuse to use any cradle/stands deemed unsuitable. Any cradle/stands unused for more than twelve (12) months shall be deemed abandoned and may be disposed of in a manner determined by LHBC.

Removal of Boat / Penalty Storage Fee – Tenant will remove their boat from the marina on or before May 31st. For each day after May 31st during which the tenant fails to remove their boat, LHBC shall be entitled to assess the tenant a penalty storage fee of \$20 per day. It is further agreed that if tenant has failed to remove their boat by June 15th, LHBC shall be deemed authorized to have the tenant's boat removed from the marina and dry stored at another facility, all at the tenant's expense.

Winterization of a stored boat is the tenant's sole responsibility. LHBC provides only haul-out, storage and launch services under this agreement.

Summer Cradle/Stands Storage Fee – Tenant shall remove any winter storage cradle/stands from the marina premises prior to June 15th. Tenants who fail to remove cradles/stands by this date will be assessed a fee for summer storage of the cradle/stands at the published rate. The tenant may engage LHBC to store their cradle/stands for the summer at the published rate.

No Assignment – Any rights granted under this Winter Storage Agreement are personal to the tenant and are not assignable by the tenant to any other party without written consent of LHBC.

Temporary Dockage – Tenants not docking with LHBC may request the use of a transient dock for up to 2 days at no charge prior to haul-out or following launch as arranged with the LHBC representative and as space is available. Tenants remaining at this dock for longer than permitted will be assessed the customary LHBC daily Transient dock fee.

Location and movement of boats – LHBC, in its sole discretion, shall be authorized to move a boat, if possible and practical, to a safer area to protect the boat, property or general welfare if the boat is unattended and the tenant cannot be contacted. However, under no circumstances is LHBC under any obligation to provide this service. Any costs incurred by LHBC shall be billed at the yard rate published. Tenant agrees to indemnify LHBC and hold LHBC harmless from any and all liability, loss or damage caused by or to the tenant's boat, which may arise out of the failure of the tenant to move the boat, the inability of the LHBC to contact the tenant, or during movement of the boat by LHBC. In general, the tenant shall be solely responsible for any emergency measures.

Use of hazardous materials, torches, open flames, inflammable, toxic liquids, or any other hazardous materials/tools prohibited.

LHBC will not be responsible for delays in hauling, launching, winter lay-up or commissioning occasioned by inclement weather or any circumstances beyond LHBC's control.

Boat Release/Dock Usage requires payment in full of outstanding balances arising from any current storage contract, current season dock contract and/or other debts to the club.

Boat Repairs – Tenant may work on their own boat if such work does not interfere with the rights, privileges and safety of other persons or property. LHBC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on tenant's boat while on LHBC premises to first provide LHBC with a standard certificate of workman's compensation and liability insurance coverage before work commences. Failure to meet these requirements will require that the tenant's boat be removed from LHBC premises during the repairs.

Failure to Pay / Liens – It is understood and agreed that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full. If the tenant breaches any of the terms of this Agreement, or further fails to pay any fees or assessments made hereunder, then, in such an event, LHBC shall have a warehouseman's lien on the tenant's boat which is subject to storage under the terms of this Agreement and LHBC shall have the right and power necessary to prevent removal of the tenant's boat from the marina, without risk of liability, until the tenant has paid any outstanding balances in full. It is further agreed that this lien right is without prejudice to LHBC's other legal rights, in law and in equity, to collect any sums due hereunder or to enforce any of the terms contained herein.

NSF Checks – All checks returned as non-sufficient funds shall be charged an additional \$30.00 fee.

Collection / Legal Fees – Tenant agrees that in the event suit is brought on behalf of LHBC against tenant to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the tenant shall pay LHBC's reasonable attorney fees plus costs for such suit or collection, as provided by law.

Late Fees – LHBC has the right to charge a late fee on any installment plan payments arrange when the payment is more than 30 days past its due date.