

Storage Agreement

Lorain Harbor Boat Club

PO Box 1134, Lorain, Ohio 44055
440-288-0500

This agreement is three pages in length and 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 ("LHBC"), and the Active/Lifetime member: _____ who resides at _____ ("OWNER") and is subject to the terms and conditions laid out below.

This Agreement is for the period of _____ ("Effective date") to June 1st inclusive ("End date") and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space availability and payment of additional fees.

The boat to be stored is designated as:

Boat Name: _____ Make: _____

OH/Doc #: _____ HIN: _____

Length (LOA): _____ Beam: _____ Displacement (lbs): _____

Emergency Phone: _____ Email: _____

The OWNER is responsible for providing stands/cradles and identifying lifting points on the boat.

Specify lay-up method: Cradle Stands Other _____

The total balance due and owing under this Agreement is set forth below. Said balance must be satisfied by the OWNER in accordance with the terms set forth in the LHBC Payment Agreement, an executed and accepted copy of which is a necessary prerequisite to this Agreement and is attached hereto ("Payment Agreement").

No boat will be hauled without an executed copy of this Agreement and the LHBC Payment Agreement. Further, the parties understand that no boat will be launched while a balance is owed.

All checks returned as non-sufficient funds shall be charged a fee of \$30 in addition to any charges assessed by the appropriate financial institutions.

In addition to storage services, LHBC provides assistance with haul-out and launch of the OWNER'S boat. This includes operation of the travel lift and placement/removal of the OWNER's boat on or from the OWNER's cradle/stands. It is the responsibility of the OWNER to (a) be present at the scheduled time for launch/haul out of the OWNER'S boat, (b) to have the boat prepared for launch/haul out at the scheduled time and (c) to properly winterize their boat. Failure to abide by conditions (a) or (b) that, in the Yard Manager's sole discretion, seriously impedes the efficient operation of LHBC, will result in the OWNER being assessed an additional fee equal to the then current rate for haul out/launch not linked to storage. It is the further responsibility of the OWNER to appropriately dispose of all detritus of storage (wrapping, cordage and the like) in accordance with policies established by LHBC.

LHBC intends that all boats subject to a Winter Storage Agreement be hauled from the basin between October 15th and November 15th ("Haul Window"). LHBC further intends that all boats subject to a Winter Storage Agreement be launched between April 15th and June 1st ("Launch Window"). LHBC will not be responsible for delays in hauling, launching, storing or commissioning occasioned by inclement weather, Acts of God or any circumstances beyond LHBC's control

It is the Yard Manager's responsibility to schedule each boat within the Haul Window and Launch Window. The Yard Manager will use best efforts to accommodate OWNER's preferences when doing same. Any boat remaining on its cradle or stands after the Launch Window, and not subject to an additional agreement as outlined above, will incur an additional fee of \$20 per day. In addition, should LHBC deem it expedient to move a stored boat after the expiration of the Launch Window, OWNER will be billed for the cost of such move at established rates. Any boat remaining within the basin after the Haul Window, and not subject to an additional agreement as outlined above, will incur an additional fee of \$20 per day. In addition, should LHBC deem it expedient, it may have said boat hauled and stored at an appropriate location, all at OWNER's expense. The parties further agree that LHBC shall bear no liability for any damage which may be incurred as a result of the operation of this provision.

If an OWNER has not executed a current Seasonal Dockage Agreement with LHBC, then the OWNER shall remove their boat from LHBC premises by the End date. If an OWNER does not comply with this provision, LHBC may, in its sole discretion, have the boat removed from LHBC grounds and dry stored at another facility, all at the OWNER's expense. Failure to enforce this provision for a period of time shall not be deemed a waiver of future enforcement. The parties further agree that LHBC shall bear no liability for any damage which may be incurred as a result of the operation of this provision.

OWNERS without an executed Seasonal Dockage Agreement 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 Yard Manager and as space is available. OWNERS remaining at this dock for longer than two days will be assessed the customary LHBC daily Transient dock fee.

OWNER agrees to identify their cradle/stands by placing either the OWNER's name, or the boat's name in clearly legible print on the cradle/stands. No other writing shall be on the cradle/stands. It is further understood that LHBC assumes no liability for injury, loss or damage caused by any inadequacy of the OWNER's cradle/stands and further, reserves the right to refuse to use any cradle/stands deemed, in the yard manager's sole discretion as unsuitable. LHBC will provide summer storage of the OWNER'S cradle/stands for a specified fee. If an OWNER does not wish to store their cradle/stands with LHBC, then OWNER shall remove said cradle/stands from LHBC prior to the End date. All cradles/stands remaining on LHBC premises after the End date shall be stored at OWNER'S expense in accordance with the fee identified above.

LHBC, in its sole discretion, shall be authorized to move a boat stored under this agreement, if necessary for the safe and efficient use and enjoyment of LHBC grounds. Wherever practicable, LHBC shall take reasonable steps to contact the OWNER prior to moving any boat stored at LHBC under this Agreement. OWNER agrees to indemnify LHBC and hold LHBC harmless from any and all liability, loss or damage caused by or to the OWNER's boat, which may arise out of the failure of the OWNER to move the boat, the inability of the LHBC to contact the OWNER, or during movement of the boat by LHBC.

OWNER may work on their own boat during the term of this Agreement if such work does not interfere with the rights, privileges and safety of other persons or property. Use of hazardous materials, torches, open flames, inflammable or toxic liquids, or any other hazardous materials/tools are prohibited at any time. LHBC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on OWNER'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 OWNER's boat be removed from LHBC premises during the repairs.

OWNER agrees to keep the boat insured with adequate marine liability insurance, at OWNER's sole cost.

OWNER 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.

Notwithstanding anything to the contrary contained in this Agreement, in any application or in any other form, the OWNER shall not be deemed a bailee, nor shall LHBC be deemed a bailor. LHBC does not insure the property of the OWNER. LHBC will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the LHBC facilities

Any rights granted under this Agreement are personal to the OWNER and are not assignable by the OWNER to any other party without written consent of LHBC.

If the OWNER breaches any of the terms of this Agreement, or further fails to pay any fees or assessments made hereunder, then LHBC shall have a warehouseman's lien on the OWNER's boat which is subject to this Agreement and LHBC shall have the right and power necessary to prevent removal of the OWNER's boat from the marina, without risk of liability, until the OWNER 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.

RELEASE OF LIABILITY

OWNER releases and discharges LHBC, its officers, board members, volunteers, 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, water surge, high or low waters, hail, rain, ice, collision or accident, or any Act of God, whether said boat is being operated, launched or hauled by an agent of LHBC or not.

Services covered by this agreement:

<input type="checkbox"/> Haul-out, Storage and Launch	Boat Length: ____ at \$ ____ per ft	\$ _____
<input type="checkbox"/> Mast step (not linked to storage)	Boat Length: ____ at \$ ____ per ft	\$ _____
<input type="checkbox"/> Haul-out/Launch (not linked to storage)	Length: ____ at \$ ____ per ft	\$ _____
<input type="checkbox"/> Summer DrySail	Slot Size Square Feet: ____ at \$ ____ per SqFt	\$ _____
<input type="checkbox"/> Summer Cradle/Stand Storage Fee		\$ _____
<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:	\$ _____

See Rate Card on LHBC Website for rates.

Agreement Accepted By: _____	Principal Owner: _____
LHBC: _____	Owner: _____

Additional Comments: