



CSC USE ONLY	Last name:	Space #:	Registration #:
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## STORAGE CONTRACT - **INSIDE** WINTER STORAGE

This agreement for the **WINTER STORAGE** of a VESSEL between the Lake Champlain Community Sailing Center, Inc. (CSC) and the VESSEL's Owner/Authorized Agent ("OWNER") is not a bailment and is subject to the VESSEL Storage Terms and Conditions on the reverse side, which the OWNER has carefully read and acknowledges.

1. Storage of any items other than the OWNER's boat and boat accessories is prohibited by this agreement.
2. ALL PROPERTY STORED AT CSC SHALL BE AT THE OWNER'S SOLE RISK. OWNER must provide his/her insurance, to include but not limited to fire and extended coverage, with theft, vandalism and malicious mischief endorsements.
3. Any insurance which may be carried by OWNER or CSC against any loss or damage to the building, contents or other improvements on the premises shall be for the sole benefit of the party carrying such insurance and under its control. Each party hereby waives its right and the right of its insurer of subrogation against the other party.
4. OWNER hereby agrees to indemnify CSC and hold it harmless for any loss, damage, expense or claim, including negligence by any party, arising out of OWNER's acts or omissions to act; and CSC shall not be liable to OWNER for any loss or damage that may be occasioned by or through the act or omission to act of other OWNERS on the premises, or of any other person.
5. OWNER further acknowledges he/she has inspected the premises and finds it to be in satisfactory condition.
6. OWNER agrees to abide by all rules and policies now in effect or that may be put into effect from time to time. Written rules are posted on the site and in the office..
7. The CSC reserves the right to restrict storage to only wind or human powered craft with correct equipment to adapt to the CSC's launch and storage facilities.
8. ACCESS : Winter Storage does not include use of ramp, facility, combination or keys to CSC locks. Access to the yard and facility is by appointment only and must be accompanied by authorized CSC personnel. No work may be done on any VESSEL by OWNER at any time while the property is stored inside the building
9. This agreement shall not be transferable, assignable or sublet.

OWNER has read the front of the VESSEL Storage Contract and its reverse side VESSEL Storage Terms and Conditions and agrees to them.

OWNER's signature:

Date:

Print OWNER's name:



## STORAGE TERMS AND CONDITIONS - **INSIDE** WINTER STORAGE

1. **NEGOTIATION.** OWNER recognizes the VESSEL could be stored at other facilities and acknowledges that the amount charged for storage at CSC is disproportionately small in comparison to the value of the VESSEL and the risks of damage to the VESSEL, particularly during outdoor winter storage. Owner also acknowledges that this VESSEL Storage Contract was negotiated with CSC whom OWNER understands would reasonably charge substantially more absent these terms and conditions.
2. **INSURANCE.** OWNER acknowledges CSC does not carry insurance on the VESSEL. OWNER warrants the VESSEL is insured under a hull and machinery policy or all-risk policy in an amount equal to the VESSEL's value. OWNER further accepts responsibility for any injuries to persons or damages to other VESSELS or CSC property caused by the VESSEL or caused by any persons brought to CSC by OWNER or otherwise present at CSC as OWNER's invitees.
3. **.DAMAGE MITIGATION.** In the event of an emergency or threat to safety or security, OWNER authorizes CSC but does not obligate CSC to attempt appropriate measures to mitigate damages to the VESSEL, other VESSELS, and CSC property and environs and OWNER agrees to pay CSC its reasonable charges for mitigation attempts..
4. **NO BAILMENT.** OWNER acknowledges that CSC does not have exclusive possession and control of the VESSEL, which is shared during the storage period with OWNER, who has access to it. OWNER further acknowledges his/her responsibility for the safety and security of the VESSEL for storage. Accordingly, OWNER acknowledges this VESSEL Storage Contract does not constitute a bailment and is not for any specific storage space or work to be conducted by CSC.
5. **NEGLIGENCE EXCLUSION.** OWNER acknowledges that OWNER is responsible for the VESSEL and any persons brought to CSC by OWNER or otherwise present at CSC as OWNER's invitees. OWNER agrees and understands that CSC shall not be held in breach of contract or negligent (not amounting to gross negligence) for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the VESSEL and its contents. This exclusion of any claim by OWNER and OWNER's invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this VESSEL Storage Contract and storage of the VESSEL at CSC, regardless of whether caused by CSC or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
6. **.HOLD HARMLESS.** Accordingly, OWNER agrees to indemnify and hold CSC harmless from all claims of bailment, all claims of breach of contract, and all claims of negligence (not amounting to gross negligence) against CSC arising from this VESSEL Storage Contract.
7. **EXTENSION.** Owner acknowledges this VESSEL Storage Contract's provisions shall extend to periods before and after the dates listed on the reverse side if the VESSEL is present at CSC beyond such date(s) and if no other applicable written agreement has been executed.
8. **AMOUNTS DUE CSC.** The Total Storage Payment Due noted on the reverse and storage charges for extended periods, plus any ancillary charges such as winterizing, detailing, and other CSC work are all due at the time of VESSEL drop-off at CSC.
9. **LIENS.** OWNER agrees that any unpaid amounts due CSC under the previous paragraph constitute a maritime lien on the VESSEL in favor of CSC. While CSC is entitled to foreclosure its lien in an in rem lawsuit against the VESSEL and to prosecute an in personam lawsuit against the OWNER for unpaid amounts due, if OWNER does not pay all unpaid amounts due and remove the VESSEL after written demand to do so, OWNER agrees that CSC in addition may at its option sell the VESSEL non-judicially to recover unpaid amounts and take such other steps as CSC deems appropriate to remove the VESSEL from CSC premises, including disposal of the VESSEL. OWNER agrees to pay CSC reasonable attorneys' fees and costs incurred in enforcing the provisions of this paragraph.
10. **SEVERABILITY.** Should any term or condition of this VESSEL 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.
11. **DISPUTES.** Venue for any lawsuits arising from this VESSEL Storage Contract shall be, at CSC sole discretion, in the State of Vermont.
12. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN OWNER AND CSC AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THEVESSEL'S STORAGE THAT IS NOT INCLUDED IN THIS CONTRACT.**



# STORAGE COSTS & PAYMENT - **INSIDE** WINTER STORAGE

## OPTIONS & PRICING

Rack space: Laser, Sunfish, Canoe, Kayak, Sailboard, etc.  
(You may fit up to two boats on your rack)

Fee:	Single boat on rack .....	\$300
	Additional boat on the same rack .....	\$100

Ground space: Boats on pads/tires or boat on trailer/dolly

Fee:	Boats up to 25' (Measured LOA from coupler to stern and BEAM wheel to wheel) .....	\$4 per square foot
	Additional boat in the same space (kayak, canoe, rowboat, SUP that occupies the same footprint) .....	\$100

## STORAGE DETAILS

Dates: November 1, 2017 – May 13, 2018

- User's boat and equipment must be removed by May 13, 2017. Dates afor pickup will start in early May 2017 and will be released to all users in March. All other pick up will be by appointment and will be at the discession of the CSC.
- The CSC will apply a late fee of \$50 to any user who leaves their boat at the CSC after May 13, 2017.
- Any boats left at the center after June 1, 2018 will be charged the full summer 2018 rate.
- **LOA is entire length of boat and trailer/dolly coupler to stern of boat. BEAM is entire width of boat and trailer/dolly at it's widest point (often the wheel wells).** To calculate Square Foot multiply LOA and BEAM. These dimentions often exceed those designated by manufacture and are subject to measurment.

## PAYMENT

LOA of boat and trailer/dolly:	BEAM of boat and trailer/dolly:	Square foot (LOA x BEAM):
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Total payment enclosed: \$ \_\_\_\_\_

Storage option:  Rack space  Ground space  Additional boat in same space

Any additional comments or preferences? If so, please describe:  
\_\_\_\_\_  
\_\_\_\_\_

I'd like to pay by:  Cash  Check payable to Community Sailing Center  VISA  Mastercard

Card #: \_\_\_\_\_ Expiration: \_\_\_\_\_

Name on card: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_