

STORAGE CONTRACT - 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 subject to the VESSEL Storage Terms and Conditions on the reverse side, which the OWNER has carefully read and acknowledged.

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 maintain his/her own insurance, including, but not limited to, fire and extended coverage.
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.
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 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, including, but not limited to, CSC's "Abandoned Vessel Policy". Written rules and policies 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. 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: _____

OWNERS Information and Contact

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL _____

VESSEL 1 Information

Serial/Hull Number: _____ Hull Color: _____

Boat Type: _____ Manufacturer/Model: _____

VESSEL 2 Information

Serial/Hull Number: _____ Hull Color: _____

Boat Type: _____ Manufacturer/Model: _____

VESSEL STORAGE TERMS AND CONDITIONS - 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. **STORAGE TERM.** This agreement provides for OWNER's storage of a VESSEL between the Storage Start Date and Storage End Date specified in the attached document entitled "Storage Costs and Payment –WINTER STORAGE". In the event OWNER allows the VESSEL to remain with CSC past the Storage End Date, and without executing a summer storage contract with CSC, CSC will (a) charge OWNER fifty dollars (\$50.00) per month, or part thereof, that the VESSEL remains on CSC premises; and (b) no earlier than thirty (30) days following the Storage End Date, sell or otherwise dispose of the VESSEL and related property as provided for in Section 9, below.
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 liable for any 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 that, subject to Section 4, above, this VESSEL Storage Agreement terms and conditions shall extend past the Storage End Date if the VESSEL is present at CSC beyond such date(s) and if the parties hereto have executed no other applicable written agreement.
8. **AMOUNTS DUE CSC.** The Total Storage Payment Due specified on the attached document entitled "Storage Costs and Payment –WINTER STORAGE" is due at the time of VESSEL drop-off at CSC.
9. **LIENS.** OWNER acknowledges that through this agreement Owner grants to CSC a warehouseman's lien on the VESSEL and any other OWNER property on the CSC premises subject to this agreement. This lien covers charges, including interest at the rate of 1.5% per month, for storage and for expenses necessary for the preservation of such VESSEL or other property, or reasonably incurred in their disposal or sale pursuant to law. CSC may enforce its lien by public or private sale in accordance with Title 9 of Vermont Statutes.

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. The law of the State of Vermont applies to this agreement.

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 & OPTIONS - WINTER STORAGE

Inside Storage Options & Pricing

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

Single boat on rack _____ \$350 per rack

Second boat on the same rack _____ \$100 per boat

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

Boats up to 25’ (Measured LOA from coupler to stern and BEAM wheel to wheel) _____ \$5 per sq/ft

Additional boat in the same space (kayak, canoe, rowboat, SUP that occupies the same footprint)- \$100 per boat

Outside Storage Options & Pricing

Rack space: Laser, Sunfish, Canoe, Kayak, Sailboard, etc.

Single boat on rack _____ \$200 per rack

Second boat on the same rack _____ \$75 per boat

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

Boats up to 25’ (Measured LOA from coupler to stern and BEAM wheel to wheel) _____ \$3 per sq/ft

Additional boat in the same space _____ \$75 per boat

STORAGE DETAILS

Storage Start Date: November 1, 2021

Storage End Date: May 8, 2022

- User’s boat and equipment must be removed by the Storage End Date. Dates for pickup will start in early May 2022 and will be released to OWNERS in April. All other pick up will be by appointment and will be at CSC’s sole discretion.
- INDOOR GROUND STORAGE: Charged by the square foot. LOA is the entire length of boat and trailer/dolly coupler to stern of boat. BEAM is the entire width of boat and trailer/dolly at its widest point (often the wheel wells). To calculate Square Foot multiply LOA and BEAM. These dimensions often exceed those designated by the manufacturer and are subject to measurement.
- OUTDOOR GROUND STORAGE: Charged by the square foot. LOA is the entire length of boat and trailer/dolly coupler to stern of boat. BEAM is the entire width of boat and trailer/dolly at its widest point (often the wheel wells). To calculate Square Foot multiply LOA and BEAM.
- RACK STORAGE AND ADDITIONAL BOATS: Charged by the space/boat

STORAGE PAYMENT

LOA of boat and trailer/dolly: _____ BEAM of boat and trailer/dolly: _____ Square foot (LOA x BEAM): _____

Length (boat only) _____

Storage type (circle one): Inside Outside

Storage option (circle all that apply): Rack space Ground Space Additional boat in same space

Total payment DUE: \$ _____ Total payment ENCLOSED: _____

Payment type (circle one): Cash Check Credit Card

Card #: _____ Expiration: _____

Name on card: _____

Street address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Please make checks payable to: *Community Sailing Center*

Mailing Address:

P.O. Box 64818
Burlington, VT 05406

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