



2018 WINTER VESSEL STORAGE AGREEMENT

OWNER INFORMATION

Name	Phone:
Address:	Email:

BOAT INFORMATION

Boat Type:	Powerboat _____	Sailboat _____	PWC _____	Other (specify) _____
MAKE:	MODEL:	YEAR:		
LENGTH:	BEAM:	Inboard _____	In/Outboard _____	Outboard _____
COLOR:	REGISTRATION#:	TRAILER#:		

THIS WINTER VESSEL STORAGE AGREEMENT (the "Agreement") made as of the date of signature below (the "Effective Date") by and between Mercer Island Beach Club with an address of 8326 Avalon Drive, Mercer Island, WA 98040 (the "Club"), and the signatory below (the "Owner").

WHEREAS, Owner owns a boat and trailer (the "Boat") which is described above; and
 WHEREAS, the Club will permit Owner to store its Boat on the Club premises pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Owner will maintain his/her membership in good standing with all dues payable kept current. **If member sells membership during the term, this Agreement shall be immediately terminated and any money received by the Club shall be forfeited by the Owner.**
2. The Club agrees to allow for the storage of Owner's Boat at the designated storage space on the Club premises upon payment by Owner of a storage fee of **\$900** for the period of November 1st to April 30th (the "Storage Period").
3. Should Owner fail to remove the Boat from the Club premises by April 30, Owner shall owe the Club an additional fee of **\$300 per month** that the Boat remains on the Club premises.
4. In the event that the payment outlined above is not received within thirty (30) days after the payment is due hereunder, including all rentals and/or other charges accruing in benefit of the Club, or Owner otherwise violates the provisions of this agreement, the Owner hereby agrees that the Boat will be subject to a lien in favor of the Club and the Club may, without any other advance notice, take possession and control of Owner's Boat, trailer, tackle, fixtures, equipment and furnishings and (i) retain such possessions at the Club or elsewhere until all charges then owing, and all charges thereafter accruing, is fully paid, and any and all other violations of the Agreement have been cured or (ii) sell such possessions to satisfy any debts or obligations owed to the Club by Owner.
5. The Club retains the right to move the Boat to any other storage space as Club may reasonably find necessary.
6. Owner shall remove from the Boat all items of personal property not covered by the terms of this agreement prior to delivery of the Boat to Club premises for storage.
7. The storage provided by this Agreement is solely at Owner's risk and Owner hereby releases the Club, its members, agents and employees of any and all liability for any loss or damage to the Boat (or any other property of Owner remaining on the Boat), whether or not such loss or damage shall have been caused by the fault or negligence of Club or any of Club's employees, agents, licensees or invitees.
8. Owner shall carry insurance against loss by fire, theft, storm and other damage or loss that may occur during the Storage Period, or as a result of Owner's failure to carry out Owner's obligations under this Agreement. Owner will provide proof of insurance with the following minimum coverage prior to storage: 1. Boats powered by 10hp or more, PWC, and sailboats 15 feet or more: \$300,000. 2. Boats powered by less than 10hp and sailboats less than 15 feet: \$10,000. 3. Kayaks, canoe, rowboat or windsurf board: \$50,000.
9. Owner will comply with all applicable federal, state and local laws, statutes and ordinances and all rules, regulations and special instructions issued by the Club herein or otherwise by its Board. Specifically, but not limiting the forgoing, Owner agrees that there will be no discharge of any liquid or solid waste substance, including sewage, oil, gasoline, or other toxic, hazardous or dangerous waste from Owner's boat while it is stored at the Club facility.

10. Owner agrees indemnify and to hold harmless the Club, its members, employees and agents from and against any and all claims for injuries or death to any person, or for damage to any property that arises in any manner out of the Owner's use or ownership of the Boat, Owner's activities related to delivering the Boat to the Club premises, or any damage, loss or liability incurred by the Club (including its members, agents and employees) or any third party as a result of or in connection with any breach by Owner of its obligations set forth in this Agreement.
11. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF THE CLUB FOR ANY REASON AND UPON ANY CAUSES OF ACTION UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID TO THE CLUB UNDER THIS AGREEMENT.
12. This Agreement shall terminate at the expiration date specified Section 1. In the event that the Club 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 Club and shall not be refunded or prorated. Upon termination of this storage agreement for any reason, Owner shall promptly remove the Boat from the Club premises. Sections 1, 3, 4, and 7-12 will survive termination of this Agreement.
13. The Owner may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Club, and any such assignment in violation of this Section shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

I understand and will comply with the terms and conditions as set by this Agreement with the Mercer Island Beach Club.

OWNER SIGNATURE _____

DATE _____

PRINTED _____

Office Use Only:

- | | |
|--|------------------------|
| [] Copy of registration and/or licenser | Expiration date: _____ |
| [] Copy of current year's insurance. | Expiration date: _____ |
| [] Trailer number for water vehicle. | _____ |