

## CHICAGO PARK DISTRICT

*Managed by Westrec Marina Management*

541 N. Fairbanks Court • Suite 1020 • Chicago, IL 60611 • (312) 742-8520 • (312) 747-6598 fax  
*www.chicagoharbors.info*

### WINTER STORAGE CONTRACT • 2012

1. Ownership: The person or persons designated as "Owners" as it appears on this contract, who have executed the Agreement, acknowledge that they are the legal owner or one or more of the co-owners of the boat with authority to act on behalf of all owners and are authorized to enter into this agreement.
2. Owner shall not be permitted to assign or transfer this Agreement. Owner shall immediately notify WMM/CPD in writing of any changes in ownership of the boat subject to this agreement. Notwithstanding any changes in ownership of the boat, Owner shall remain responsible for any and all payments and obligations under this agreement, unless the new owner enters into a new agreement with WMM/CPD for the storage of the boat and WMM/CPD accepts such agreement.
3. The boat owner agrees to have an approved Chicago Harbor/CPD outside vendor perform any and all service work. The boat owner agrees to accept full responsibility for the actions of such persons or organizations, and the owner agrees to indemnify and hold harmless forever WMM/CPD for any and all claims that may arise from work performed and/or the actions of those contractors.
4. Insurance and Releases. (OPTION 1) Boat Owner agrees to have watercraft covered by full insurance (hull coverage as well as indemnity and liability coverage) naming the WMM/CPD as an additional insured and requiring the Insurance Carrier to give WMM/CPD thirty (30) days advanced notice of the cancellation of the policy. Boat Owner agrees to release, discharge and hold harmless WMM/CPD from any and all responsibility or liability for injury, death, loss or damage to person or property in connection with the marina except as may be covered by WMM/CPD gross negligence. The parties agree to evaluate WMM/CPD conduct as compared to that which is commercially reasonable in the national marina industry. This release, hold harmless and discharge of obligation shall cover without limitation any loss or damage resulting from WMM/CPD employees parking or hauling customer's boat, collision, vandalism, theft, fire, hail, high/low water, wind, ice, rain and any act of God. Customer waives any subrogation right against WMM/CPD OR (Option 2) All boat owners MUST MAINTAIN THEIR OWN INSURANCE COVERAGE to protect against liability, theft, pilferage, vandalism, fire, windstorm, snowstorm, or other casualty or loss.
5. It is expressly agreed by the boat owner that WMM/CPD is not in any way an insurer of the owner's property or family, invites, employees or relatives. WMM/CPD shall not be liable for personal injury, loss of life, property damage to the described boat, motor, accessories or content thereof, due to fire, theft, vandalism, collision, freeze damage, wind storm, snow storm, rain, or casualty, loss or negligence of WMM/CPD, its employees or agents.
6. All personal and accessory articles and/or equipment that you wish to remove MUST BE TAKEN OFF THE BOAT BEFORE THE STORAGE PROCEDURE IS STARTED. We require that ALL electronics and personal property, dock lines, canvas, power cords, valuables, etc be removed as WMM/CPD is not responsible for any property left on the boat.
7. It is the responsibility of the boat owner to remove any lines or fenders upon the haul out of the boat. Boat owner is also responsible for providing lines or fenders by the scheduled launch date.
8. No tarps, covers or lines may be secured to any boats, trailers, cradles or stands while in winter storage unless approved by WMM/CPD. Resulting damage to boats and/or WMM/CPD property is the responsibility of the boat owner.

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9. No hazardous materials may be stored within, under or around the boat at any time. Boats should be stored with fuel tanks at least 3/4 full but no more than 7/8 full to prevent overflow and to avoid excessive fuel vapor issues
10. WMM/CPD may limit access to boat storage sites at its discretion. WMM/CPD may also limit activities that may be performed at storage sites.
11. **All storage boats must be removed by May 1, 2013. Boats not removed by May 1, 2013 will be transported to a commercial boatyard and owners will be responsible for all costs including but limited to transportation, storage and penalties. WMM/CPD reserves the right to launch boats prior to May 1, 2013.**
12. In the event of litigation, all attorney fees are the responsibility of the boat owner.

### NOTICE TO OWNER

**DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND ALL TERMS, COVENANTS, AND CONDITIONS CONTAINED HEREIN. THIS AGREEMENT WAS EXECUTED**

**THIS, \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012**

The parties hereto as of the date written above have duly executed this Winter Storage Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name