

BOAT STORAGE AGREEMENT

Term. This Agreement shall commence upon the **Effective Date of September 1** and shall terminate on **May 31st of the following year after the effective date, unless agreed upon separately between Owner and Bay Marine** (the "Term"). This Agreement may be renewed upon terms and conditions mutually agreeable to the parties.

1. **Termination.** Unless the parties mutually agree otherwise, this Agreement shall terminate upon the end of the Term. In the event Owner violates any terms and conditions contained in the Agreement, Bay Marine shall have the option to terminate this Agreement upon ten (10) days advance written notice to Owner of such violation (the "Termination Notice"). In the event Owner receives a Termination Notice, Owner shall remove the Boat from the Marina prior to the end of the ten (10) day period specified in the Termination Notice.

2. **Storage Fee.** The fee for storage during the Term is **STORAGE FEE** (the "Storage Fee").

3. **Payment.** Owner shall pay the Storage Fee to Bay Marine upon the execution of this Agreement.

4. **Designated Space.** Bay Marine will take into consideration Owner's choice of storage space within the Marina. However, Bay Marine retains, in its sole discretion, the right to designate any space (the "Designated Space") located in the Marina for the storage of the Boat.

5. **Rules and Regulations.** Owner acknowledges and agrees to comply with any rules and regulations posted in the marina or dealership office and as set forth on the attached **Exhibit A**. All such rules and regulations are incorporated herein.

6. **Delay.** Owner agrees not to hold Bay Marine liable for any loss caused by any delay in launching, the commencement of the winter storage, transporting or commissioning of the Boat caused by weather or any other event beyond Bay Marine's control.

7. **Marine Liens.** Bay Marine shall have the right to impose all statutory maritime liens upon the Boat, motor and attached equipment to secure any and all services and materials that Bay Marine supplied to Owner during the Term of this Agreement. Owner shall not remove the Boat, motor or attached equipment from the Marina until all charges secured by any such liens are paid in full.

8. **Collection Efforts.** Owner agrees to reimburse Bay Marine for reasonable attorney fees and costs relating to any suit or other collection efforts by Bay Marine against Owner to collect any amounts due under this Agreement or any amounts due and secured by the liens described in Section 9, above.

9. **Remedies.** In the event Owner fails to remove the Boat and any related equipment from the Marina upon the Termination of this Agreement, Bay Marine shall have the right to:

- (a) Charge Owner daily rent for the Designated Space on a pro rata basis at a rate equal to double the Storage Fee;
- (b) Take possession of the Boat and equipment and lock it to the Designated Space;
- (c) Move the Boat and equipment to another location; or
- (d) Pursue any other remedy available under the law.

In the event Bay Marine chooses to move the Boat and equipment to another location, Bay Marine shall have the right to rent the Owner's Designated Space to another party.

10. **Insurance.** Owner understands that Bay Marine does not carry insurance on the Boat and agrees that he or she shall fully insure that boat (hull coverage as well as indemnity and liability coverage) and shall provide proof of insurance to Bay Marine promptly upon request. Any such policy of insurance shall contain a provision waiving the insurance carrier's right of subrogation of claims against Bay Marine.

11. **Indemnification.** Owner agrees to release and discharge Bay Marine from any and all responsibility or liability for any injury (including death), loss, or damage to persons or property related to Bay Marine's handling of the Boat for any reason, including, but not limited to, Bay Marine's transport (whether in the water or on land), haul-out, storage (including the process of setting, blocking and picking of the boat) and launch of the Boat caused by Bay Marine's handling of the Boat, vandalism, theft, fire, hail, high/low water, sprinkler leakage, heat, cold, frost, wind, collision, ice, rain or any other act of God. Notwithstanding the forgoing, Owner's release shall not cover any loss or damage caused by Bay Marine's negligent handling of the Boat or the willful misconduct of Bay Marine's employees.

12. **Owner's Contractors.** Owner agrees to indemnify and hold harmless Bay Marine from any personal injury or property damage or any liability, losses, damages, or expenses caused in conjunction with work performed by contractors hired by Owner during the Term of this Agreement.

13. **Emergencies.** In an emergency situation, Bay Marine shall have the right to move the Boat; however, Bay Marine shall not be required to move the Boat in an emergency situation. In the event Bay Marine moves a boat during an emergency situation, Owner shall be solely responsible for all costs at Bay Marine's prevailing rates for the service rendered and Owner shall be required to pay all costs incurred by Bay Marine on Owner's behalf.

14. **Boat Sinking.** In the event the Boat sinks for any reason, Bay Marine may, if Owner cannot be contacted immediately and if said sunken Boat constitutes a safety or navigation hazard to other boaters, take immediate steps to raise, remove and/or repair the Boat. All costs associated with the raising, removing, or repairing of the Boat shall be at Owner's sole expense.

15. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin in each case located in the city of Green Bay and County of Brown, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such Party's address set out herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

16. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission).

17. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

18. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. **Assignment.** Owner may not assign any of his or her rights or delegate any of his or her obligations hereunder without the prior written consent of Bay Marine. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Owner of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. **Non-Waiver.** No delay or failure by any party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of any other right, unless otherwise expressly provided herein.

Exhibit A **Rules and Regulations**

1. Signs or Advertisements. No signs or advertisements shall be allowed in the Marina without the advance written approval of Bay Marine.
2. Electricity. Bay Marine does not guarantee that electrical service at the Marina shall be continuous. Owner shall not use electrical outlets to operate power tools, equipment, machinery, etc. unless he/she has obtained written permission from Bay Marine.
3. Hazardous Substances. Owner shall not use any open flame device, toxic chemicals or any other hazardous equipment or supplies in the Marina. For safety and fire protection, the filling of fuel tanks from transported receptacles in the Marina will not be permitted.
4. Waste. Owner agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the Marina.
5. Boat Coverings. Bay Marine shall shrink wrap the Boat. Owner shall not cover the Boat with custom tarps or covers, unless Bay Marine approves of such covers in writing.
6. Designated Boat. If Owner desires to store a boat other than the Boat in the Designated Space, Owner must enter into a new Agreement with Bay Marine for the new boat.
7. Keys. Owner shall deliver to Bay Marine duplicates of all keys required to access and operate the Boat.
8. Outside Contractors. Owner may work on the Boat as long as such work does not interfere with the rights of other owners. In the event Owner desires to have an outside contractor work on the Boat in the marina or dealership, Owner must obtain prior written approval from Bay Marine. Bay Marine will grant such approval only at their discretion and a subcontractor surcharge fee will be assessed and paid for prior to communicating any work. Any damage or harm caused to an adjacent boat as a result of these repairs or maintenance work shall be the sole liability of the Owner who contracted for the above-mentioned work and all expenses to repair the adjacent boat shall be the obligation of that Owner. No outside contractors shall be allowed to come onto the Marina to perform work or services on the Boat without written proof of liability insurance, including, but not limited to, products liability insurance, personal injury insurance, and property damage insurance, covering themselves, Bay Marine, the Owner and any other person or persons on the Marina. Any outside contractor who enters the Marina to perform work on the Boat must abide by all rules and regulations set forth by Bay Marine.
9. Personal Property. It is understood and agreed that the Bay Marine shall not be responsible for any personal property Owner leaves on the Boat.
10. No Smoking. No smoking is allowed in the Marina or elsewhere in the vicinity of boats.
11. Flammable Material. Owner understands and agrees that for Owner's protection and the protection of others, Bay Marine reserves the right, but not the obligation, to remove any paints, thinners, solvents, LP gas cylinders, alcohol containers, kerosene containers, oily rags and other items of a combustible nature from the Boat.
12. Notification Requirements. Prior to lift out, Owner agrees to make available to Bay Marine pertinent information as to any special underwater fittings or hull configurations or the fittings or instruments above or below deck of a special nature, and further agrees that should those features be damaged by any cause, Bay Marine shall not be liable unless damage is due to the negligence of Bay Marine.
13. Cradles. Bay Marine reserves the right to refuse to use any Owner-furnished cradles which Bay Marine management feels are not safe or adequate. Unsafe cradles will be repaired prior to use at Owner's expense. Unless the Owner has signed a new contract with Bay Marine for the following winter season storage, Owner shall remove all cradles by May 15, next year. Should the cradles be left in storage with Bay Marine after May 15, next year, an additional charge to be determined by Bay Marine based on amount of time cradle remains will be paid by Owner to Bay Marine upon request.
14. Boat for Sale. Owner agrees to give Bay Marine written notice of any sale or other transfer, prior to conveyance of the Boat, stating in full the new Owner's name, address and telephone number and the terms of the transaction concerning any charges accrued against the Boat. Owner will not be allowed to post "For Sale" signs on the Boat while the Boat is in the Marina without the prior written consent of Bay Marine.
15. Access. Owner grants Bay Marine a right of reasonable access to the Boat at all times while the Boat is within the Marina. The Boat will not be shown to others, nor will others be allowed on or inside of the boat, unless expressly requested by Owner. Owner understands and agrees that while Bay Marine attempts to maintain strict security at all times and does not permit individuals to access the Marina unless satisfactorily identified, and then only in accordance with posted Marina rules and procedures, Bay Marine assumes no responsibility for pilferage or damage by reason of vandalism.
16. Sublet Designated Space. Owner shall not sublease, sell or permit the use of his/her Designated Space without Bay Marine's written consent.