



STORAGE AGREEMENT (Winter & Summer)

SUNSET BAY MARINA, LLC

13620 S. Hoxie Ave., Chicago, IL 60633

P: 773-646-9900 F: 773-364-7625

www.sunsetbaymarina.com

Date of Agreement: _____
Month / Day Year

Season: Circle One: WINTER / SUMMER

Thank you for choosing Sunset Bay Marina (SBM) for your storage needs. This agreement must be signed by each person that is the owner or authorized agent (together referred to as "owner(s)") of the property to be stored at SBM. If there is more than one owner/agent, their obligations are joint and several. **Prompt return of this contract with a \$500.00 non-refundable deposit (to be applied towards storage fees) is required to secure your space.** Storage space is not guaranteed until your deposit is received. Owner(s) agree to pay Sunset Bay Marina storage fees by their due dates, otherwise late fees up to \$25 a month may be incurred and/or a legal confiscation process of your property through the IL Dept of Natural Resources may be obtained for UNPAID invoices after 90 days past due.

A \$500.00 DEPOSIT IS REQUIRED TO SECURE YOUR SPACE!

Winter Storage is to be paid as follows: The first half of storage and all completed service (ie. Shrink Wrap & Winterization) is due by November 1st or upon completion. Second half of storage is due at the time of Launch.

Summer Storage: First half is due June 1. Second half is due August 31.

Sunset Bay Marina (SBM) will provide storage for the below property. This entire agreement must be understood and followed.

Storing my property at Sunset Bay Marina is considered an agreement of this contract even if it is not signed and submitted.

*** A CURRENT DRIVER'S LICENSE OR VALID ID & PROOF OF CURRENT INSURANCE ARE REQUIRED AT HAUL-OUT AND LAUNCH. SBM SUGGESTS ADDING OUR COMPANY AS LIABILITY ONLY TO YOUR POLICIES FOR PROPER COVERAGE.***

If you have questions regarding this storage agreement prior to submission, please contact Sunset Bay Marina.

One Winter (Non-Boating) Season commences October 15 through April 15.

One Summer (Boating) Season commences June 1 and ends August 31.

PLEASE PRINT BELOW INFO.

Indicate Other Storage Time Period From _____, 20____ To _____, 20____
Month/Date/Year Month/Date/Year

LAST NAME, FIRST NAME OF OWNER(S)

BOAT NAME and/or TRAILER PLATE # JET SKI/ OTHER

HOME ADDRESS

EMAIL

MOBILE PHONE / ADD WORK #?

DOB

INSURANCE POLICY # / EXP DATE

YEAR / MAKE / MODEL & LENGTH (INCLUDE BOW PULPIT AND SWIM PLATFORM)

HIN

REG # or DOC # (Coast Guard Certified)

CIRCLE ONE:

Location of Boat (SBM Office Only)

Indoor / NY / SY / CY / Cal Block 1 / Torrence Yard

Dry Dockage Rates:

- Outdoor Rate: \$27.00 per linear ft
- Indoor Heated Storage Rate: \$12.50 per square ft (Floor and Rack) (Includes a power wash at haul -out)
- Indoor Plastic Cover: \$7.00 per linear ft
- Blocks and Jack Stands: \$23.00 each (Unless you provide your own: CHECK HERE: _____)
- Trailer & Cradle Storage: \$225.00 per season (LAST NAME MUST BE TAGGED ON THE TRAILER.)
- Wave Runner Indoor / Outdoor: \$300 / \$200 Note: Owners w/ trailers / wave runners must fill out a tag to be placed on their property.

Owner(s) Signature

Date



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CAREFULLY NOTE ALL SUNSET BAY MARINA POLICIES:

NON-BOATING (WINTER) SEASON STORAGE AND HANDLING ITEMS

In consideration of Sunset Bay Marina, LLC, hereinafter referred to as ("SBM") agreement to winter storage the above-described boat at Sunset storage facilities in Chicago, Illinois, the Owner(s) agrees to pay the following amounts: Sq. ft.= length x width including bow pulpit and swim platform.

STORAGE SERVICES

The above stated charge for winter storage shall include lift out & launch, bottom wash, and moving within Sunset winter storage facilities. The owner is required to remove the vessel from the property that day of launching. **All other services or repairs requested by Owner(s) (including draining of motors, water systems, toilet systems, bilge, etc.) must be paid by Owner(s) at SBM's established hourly rate plus materials.**

Charges for such services are due and payable upon receipt of invoice from SBM. **If Sunset Bay Marina winterizes your boat, we highly recommend also performing your spring commission to ensure everything is in good working condition.**

Sunset has the right to refuse the use of any owners furnished cradles and/or jack stands which management feels are not safe or adequate.

The additional services requested shall be performed by SBM in a workmanlike manner, but Sunset in no way guarantees or warrants against freezing, cracking, splitting or deterioration of engines, auxiliary generators, water systems or batteries. *Owners understand that, all technical time spent on a particular job, including telephone calls with technicians, will be charged at a current hourly SBM rate for project management.*

ACCESS TO BOAT

Admittance to the yard shall be during the hours posted by SBM. Hours will vary by season. Boat keys given to SBM shall be left on the vessel. **SBM is not responsible for lost keys.** No person other than Owner(s) or his crew shall be allowed to work on the premises of SBM ashore or afloat. No work is permitted inside buildings except by SBM employees or authorized by SBM Management. **YOU MUST SIGN IN AT THE OFFICE EVERYTIME YOU ARRIVE AT SBM.** The Indoor building hours will be posted. The overhead doors will not operate during winter season. Electricity and power for your boat will be available during winter hours upon request. **Vessels that are stored on the racks will not have access till May 15th.** All trailer boats must have trailer locks. We will not accept and any trailers without locks. Last Name(s) Must Be on all Trailers and Tagged! **NOTE: SBM reserves the right to move boats located in slips during launch and haul-out seasons without notice.**

OWNERSHIP OF BOAT

The boat described herein is accepted for winter storage by SBM on the express presentation of the Owner(s) that he is lawfully possessed of and lawfully authorized to dry dock the same. If SBM is made a party to any claims or litigation in connection with the boat dry docked, then the Owner(s) shall pay all of the necessary costs and expenses, and all attorney fees, for which Sunset may be liable or compelled to pay in connections with such litigation. Sunset is also hereby given and additional lien on said boat for all such costs, expenses, and attorney fees.

INSURANCE AND TITLE

Owner(s) are responsible for obtaining and maintaining property policies of insurance for the boat, marine or electronic equipment, navigational instruments, furniture, clothing, personal belongings, gear, or other similar items. SBM does not insure these items for the benefit of the Owner(s) against any loss or damage by theft, pilferage, vandalism, fire, weather or any other cause. **Owner(s) agree to provide SBM with proof of valid insurance and a copy of boat title.**



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LIABILITY OF SUNSET

The boat Owner(s) agrees to keep Hull Insurance on the Owner(s) boat in full force and effect during the period of winter storage at the Owner(s) own expense and to furnish the Insurer with a copy of this agreement.

Sunset shall be liable for any loss or damage to the boat, his/her engines or equipment caused by SBM's willful or negligent failure to exercise due care. SBM is not liable for damages that could have been avoided by the exercise neither of such care nor for any damages caused by the actions or any person not employed by SBM. Any liability of SBM for damages to the boat, engines, or equipment arising out of fire, the elements, or SBM's failure to exercise reasonable care and diligence required by law shall not exceed and be the lesser of the cost of repair, twice the cost of current storage charges, or the actual cash value of the boat.

The boat Owner(s) acknowledges to have inspected the premises at which the boat is to be winter stored, and those premises are in a safe and satisfactory condition. Owner also agrees that so long as the premises are maintained in accordance with the requirement of Illinois laws pertaining to such storage facilities, SBM will not be held liable for any loss or damage caused by a condition in such premises.

LIABILITY OF OWNER (S)

The Owner(s) release and discharges SBM and all of its directors, officers, agents, employees, owners, and affiliated corporation from any and all claims, damages, suits or causes of action of any kind or nature arising out of any accident or other occurrence while the Owner(s) is on the premises of SBM.

The Owner(s) agrees to protect, indemnify and hold harmless SBM, its directors, offices, agents, employees, owners and affiliated corporations from any against any and all loss, cost and expense (including attorney fees) relating to claims, damages, suits or causes of action of any kind or nature (i) by the Owner(s), his family, guests, agents, or employees, where such claim, damage suit or cause of action arises out of any accident or occurrence while such person is on the premises of SBM and (ii) by any person where such claim, damage, suit or cause of action arises out of the acts or omissions Owner(s), his family, guests, agents or employees while on the premises of SBM. SBM is hereby given an additional lien on the boat for all of such loss, costs or expense (including attorney fees).

The Owner(s) further agree to be fully responsible for the safety, welfare and behavior of any guests and passengers while using the dock and while on the property and premises. The boat Owner(s) agree to promptly execute dockage and winter storage agreements when submitted to SBM. In the event the boat Owner(s) docks or winter dry dock the vessel without signing an agreement for such dockage or winter storage, the boat owner(s) agree to pay the dockage or winter storage fee in effect for the applicable period.

Sunset Bay Marina recommends that all items, especially those items of value be removed and stored by owner. WE REQUIRE THAT ALL ISINGLASS & CANVAS BE REMOVED AND TAKEN HOME FOR STORAGE.

SBM is not liable for loss or damage to any marine navigational instruments, furniture, clothing, personal effects, gear, or other similar items left on the boat, whether such loss or damage is a result of theft, pilferage, vandalism, fire, weather, wild life or any other cause.

SBM assumes no responsibility for cradles, covers, dinghies, trailers, and other equipment left on the premises. Additional storage fees apply for items stored on premises after launching or the end of the agreement; whichever comes first.

SBM strongly suggests checking battery connections regularly. Fuel hoses should be replaced every 10 years to prevent fires, explosions or any other possible damage. SBM is not responsible or liable for any and all damages that may occur from poor battery connections or old fuel hoses.

GENERAL AND/OR MARITIME LIEN

SBM is hereby granted a general lien and or maritime lien on the boat described herein and all other property of the Owner(s) that may be stored with SBM, regardless of date of storage for any and all charges necessary for the boat's preservation which include but are not limited to winter dry dockage, mechanical work, launching, insurance, labor and other charges.



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YARD & INDOOR STORAGE RULES

The Owner(s) has notice and agrees to abide by the following established rules:

ALL OWNER(S), GUESTS AND/OR VENDORS MUST ALWAYS SIGN IN AT THE SBM OFFICE UPON EVERY ENTRY TO SBM PROPERTY!

- *ALL OWNER(S), GUESTS AND/OR VENDORS MUST SIGN A WAIVER OF LIABILITY IN THE SBM OFFICE UPON FIRST ENTRY TO SBM PROPERTY FOR OUR FILES. If you have accessed SBM property previously and we do not have a Waiver on file, please stop in and sign the form.*
- **Sunset Bay Marina strongly recommends winterizing all vessels that remain outdoors for storage!**
- No major work to be done inside the heated storage building ie. body work, bottom paint, engine work without written authorization from Sunset Bay Marina.
- Work of any kind performed on a boat outdoors can only be done during office and yard hours.
- **No outside mechanics or vendors are allowed to perform work on the ground of Sunset Bay Marina unless approved by SBM Management. If an outside vendor or mechanic is approved to be on SBM property to perform work, a certificate of insurance and registration must be provided to SBM. \$500 vendor fee is required and good for 1 year.**
- We strongly recommend disconnecting your batteries or have them removed for storage.
- Upon launching, Owner agrees to have three tie-up lines of proper size and of good condition available for securing boats; otherwise SBM will furnish same and invoice Owner(s) accordingly.
- Any materials, tarps, used for winter storage shall not be left on Sunset premises after boat has been launched.
- **The Boat owners must keep the area around their boats clean daily, or the yard will do so at the owner's expense (\$200.00 for each event). No boats will be launched unless the area around the boat is clean. This includes clean up and removal of your shrink-wrap.**
- Personal use of blowtorches, electric heaters and sand blasters is strictly prohibited in buildings or on land of SBM.
- **Any oil, hydraulic fluids, etc. must be properly collected and disposed of. Any spillage on ground must be immediately reported to yard manager. Violations are subject to severe penalty.**
- If a boat is being remodeled or re-built, a daily electrical charge of \$10.00 will be assessed. See SBM Management for permission.
- **At no time shall electrical cords be left plugged into the boats overnight in the building or land.**
- Owner(s) will be invoiced for all time necessary to clean floors, throw away trash and affect proper clean up in the event Owner(s) or his agents who work on boat and fail to do the same.
- **Owner agrees to remove all items from boat, as SBM is not responsible for theft, loss or damage of ANY personal items.**
- **Owner agrees to remove oily or rags containing chemicals and/or any other flammable materials from boat and disposed of properly in metal containers available at SBM. See the SBM Office for location.**
- **Owner agrees to clean boat with non-flammable water-soluble materials.**
- Water and electrical hook up could be available based on the location of your vessel. Approval of SBM Management is required.
- **NO SMOKING IS EVER PERMITTED IN THE INSIDE STORAGE BUILDING!**
- Owner must abide by other SBM Yard Rules established and posted in SBM office.
- Clean Marina Program: Sunset Bay Marina subscribes to the Clean Marina Program. No sanding work is to be done unless a vacuum sander is used and the owner(s) properly disposes of the residue.
- It is strongly recommended that all boats be covered and shrink wrapped if stored outdoors. If a customer chooses to cover their own boats in tarps, your boat will be stored in the south lot. Shrink wrap is required to maintain an esthetic, organized, easily located boat on our property. There are absolutely no buckets or tying tarps to any jack stands. This is a highly dangerous practice give the winds during the winter season! If SBM notices this issue, SBM will be notify the customer in correct the issue. If not rectified within 24 hours, SBM will remove and dispose the tarp for one hour worth of labor and disposal fee.



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SERVICES OFFERED FOR STORAGE

Please check the appropriate boxes for the following services you wish performed.

An estimate will be emailed to you for your approval and prior to the start of any service work done.

All prices are subject to change.

Services are billed separately from storage. 50% down is due prior to the start of work and the balance due upon completion.

Winterization

NOTE: If Sunset Bay is not contracted at the time of Haul-Out to winterize and is contracted at a later date, additional fees will apply!

	<u>INCLUDES ANTIFREEZE</u>	<u>Select Option</u>
Winterize engine-gasoline	\$300.00 each	
Winterize engine-diesel	Starting @ \$350.00	
Winterize generator-gasoline	\$250.00 each	
Winterize generator-diesel	\$300.00 each	
Winterize fresh water system	\$155.00	
Winterize air conditioner	\$75.00 each	
Winterize ice maker	\$60.00 each	
Winterize head	\$65.00 each	
Winterize shower	\$60.00 each	
Winterize wash-down pump	\$50.00 each	
Pump out waste head holding tank	\$125.00 each	

SUNSET BAY IS NOT RESPONSIBLE FOR CHOOSING WHAT NEEDS TO BE WINTERIZED ON YOUR BOAT. PLEASE CHECK ALL ITEMS YOU NEED WINTERIZED!

Winterize Work Total: \$ _____

Shrink Wrap:

<u>Feet</u>	<u>Cost Per FTBD / Fee</u>	<u>Select Option</u>
0 – 26		
27 – 41		
42 - 63		
64 & Up		
Shrink Wrap Set Up Fee	\$50	
Shrink Wrap Door	\$40	

Shrink Wrap Total: \$ _____

Additional Services Offered: Plan ahead and schedule now for Launch Time?

	<u>TBD</u>	<u>Select</u>	<u>DETAIL</u>	<u>TBD</u>	<u>Select</u>
Canvas Repair			Exterior Whole Boat		
Electronics			Interior Whole Boat		
Graphics & Lettering			Exterior: Rub Rail Down		
Fiberglass Gel Coat Repair			Complete Detail / Whole Boat		
			Wet Sand / Acid Wash		
			Any Detail Over 64ft	Quote TBD	

**No services will be performed without an approved estimate and a 50% deposit down.
BALANCE PAID IN FULL UPON COMPLETION.**



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Additional Services Total: \$ _____ **TOTAL SERVICES:** \$ _____

Notes: _____

PLEASE ASSIST US IN DETERMINING PROPER SCHEDULING AND LOCATION OF YOUR BOAT BY OFFERING A POTENTIAL DESIRED HAUL-OUT OR SPRING LAUNCH TIME FRAME (I.E. MID APRIL OR EARLY MAY).

NOTE: ALL BOATS ON RACKS CANNOT BE HAULED OUT OR LAUNCHED UNTIL MAY 15TH.

The Owner(s) agree to notify SBM at least **10 days before desired haul-out / launch date(s)**. The Owner(s) have the convenient option of submitting the launch agreement on line @ www.sunsetbaymarina.com or in person at the SBM office. SBM will attempt to accommodate the Owner(s) desired haul-out date(s). However, haul-out will be at such time as best suits SBM lifting schedule and location of your boat! SBM does not guarantee any date for haul-out. SBM will not confirm any launching date unless all amounts due SBM from Owner(s) for winter storage, finance fees, any service work, or equipment in respect of the boat have been paid in full. All boats are recommended to be out of the water and winterized by October 15, 2016.

Desired Haul-Out Timeframe: _____

Desired Launch Time Frame: _____

STORAGE AGREEMENT TERMS OF PAYMENT

No vessel will be removed from storage or launched until all balances, including storage fees, finance fees and any and all service work performed on or materials furnished to the vessel have been paid in full.

Owner(s) agrees to pay finance charges of 1% per month (12% annual percentage rate) on all balances unpaid for more than 30 days after invoiced by Sunset.

I hereby authorize the Sunset Bay Marina to store and / or perform repair work to be done along with all parts & materials. I hereby also grant Sunset Bay Marina and its employees' permission to operate the boat on any waterways or elsewhere for the purpose of testing and/or inspection at my risk. An express mechanic's lien is hereby acknowledged on the boat above to secure the amount of repairs thereto. I will remove all personal possessions from my boat, as I understand that Sunset Bay Marina assumes no liability or responsibility for loss, stolen or damage of such items in case of fire, theft, inclement weather conditions, or any other case beyond your control. Winterizing will be guaranteed upon return of agreement. **Storing my property at Sunset Bay Marina is considered an agreement of this contract if it is not signed and submitted.**

Print of Owner(s)

Date

Signature of Owner(s)

Date

THANK YOU FOR YOUR BUSINESS!