

BOULDER LAKE CLUB AGREEMENT FOR WINTER STORAGE OF BOATS

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|------------------|-------------|----------------|
| Boat Owner Name | | |
| Street | | |
| City, State, Zip | | |
| Cell Phone: | Home Phone: | Primary Email: |

| | | |
|-----------------------------|-------|---------|
| Year: | Make: | Model: |
| HULL Identification Number: | | Length: |

| | | |
|---|-------|-------------|
| In case of emergency notify (other than Boat Owner) | Name: | Home Phone: |
| | | Cell Phone: |

THIS AGREEMENT made between Lake Mountain, LLC d/b/a Boulder Lake Club (hereinafter, the “**Operator**”), at the Boulder Lake Club Storage Facility (hereinafter, the “**Facility**”), and the “**Boat Owner**” listed on this Agreement.

Operator and Boat Owner, for good valuable consideration, each intending to be legally bound, agree as follows:

- A. Boat Owner shall pay to Operator the storage fee upon signing this Agreement
- B. Boat Owner hereby warrants that he is the lawful owner of the Boat and has the legal authority to enter into this Agreement.
- C. If Operator is unable to contact Boat Owner in the case of an emergency, Boat Owner authorizes and directs Operator to contact the emergency contact set forth in the application cover sheet to this Agreement.

Terms and Conditions of the Winter Storage

1. The Boat Owner agrees to carry personal property damage insurance for the full value of the Boat and its contents, and liability insurance with a minimum limit of \$100,000 per occurrence coverage. The Boat Owner’s insurance shall be primary and non-contributory with any insurance carried by the Operator. Each insurer shall agree to waive its right of subrogation against the Operator.
2. The Boat Owner acknowledges and agrees that storage of personal property at the Facility is at the Boat Owner’s sole risk and the Operator shall assume no obligation or responsibility for safeguarding the Boat Owner’s personal property from acts of vandalism, loss, fire, flood, theft, damage of acts of God.
3. The Boat Owner shall pay to the Operator the following fee for the use of the Winter Storage:
 - (a) All Payments are final and not subject to refund.

- (b) Winter storage fee, subject to the membership fee schedule, is due and payable upon execution of this Agreement. (A copy of the fee schedule is enclosed).
4. Boat Owners and contractors are NOT permitted to perform work on boats in our Facility.
 5. Operator reserves the right to move any boat stored therein at any time.
 6. Storage season is from no earlier than Columbus Day to no later than Memorial Day of the current season. (Thereafter, summer storage will take effect at the prevailing rate). See the Operator's office for the rates.
 7. All storage rentals are FINAL. The boat owner is leasing space for the storage season and is not entitled to a refund of any monies paid under this Agreement, if for any reason the Boat Owner is unable to use the space.
 8. The Boat Owner hereby accepts the condition of the Facility "AS IS" and the Boat Owner acknowledges that the Operator make no express or implied warranty as to the condition of the winter storage area.
 9. The Boat Owner shall be charged a \$30.00 fee for each check that is dishonored.
 10. The Boat Owner shall not sublet or assign the Facility nor shall the Boat Owner store a boat other than the one described in this Agreement without prior written approval of the Operator.
 11. The Boat Owner agrees to removal all personal property from the Facility at the termination of this Agreement. Any property not removed within fifteen (15) days after the Agreement termination shall be considered as abandoned, and the Owner may dispose of the same without being held responsible to the Boat Owner for the costs or damages.
 12. All notices under this Agreement shall be in writing and delivered in person, or sent by certified mail, to the Operator at the same place rent payment are made, and to the Boat Owner at the address shown on Page 1 of this Agreement or such other address as may from time to time be designated by such party in writing. Notice shall be deemed given on the date of such mailing.
 13. Notwithstanding the expiration or sooner termination of this Agreement, the Boat Owner shall not be relieved of its obligation to indemnify the Operator pursuant to this Agreement, or to pay for all damages caused by the Boat Owner to the Facility.
 14. No prior agreements or understandings pertaining to the subject matter of this Agreement shall be valid or of any force and effect, and the covenants and agreements of this Agreement shall not be altered, modified, or added to expect in writing signed by the Operator and the Boat Owner.
 15. Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provisions hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

Boat Owner: _____
(Printed name)

Signature: _____