

SMBC Winter Storage Agreement

This agreement is entered into by and between the St. Marys Boat Club (the Club) and the Owner of a given boat or boats who desires to store them for the winter at the Club property at 973 Edgewater Drive, St. Marys, Ohio. The location of said storage is at the rear and northern end of the property on the prepared gravel. Only Club members in good standing may be part of the winter storage program.

Winter Storage begins as of November 15th and ends April 15th of the following year. At this time fifteen (15) spaces are available and will be awarded on a first come, first served basis. This means priority will be granted to those who first make their intent known, second, pay the annual fee and lastly by Club Seniority.

Owner agrees to pay the winter storage fee of \$100 to Club Treasurer no later than November 15 each season of storage. All fees are to be paid in advance, with no proration for late installation or departure from storage.

At the close of the boating season, Owner recognizes that boats in the fall are pulled from the lake, or in summer drysail area for a period of time prior to and somewhat overlapping Winter Storage. Similarly in the spring boats not in Winter Storage arrive and are prepped for water dockage or drysail as of April 1st. The Club will manage space requirements and reserve the right to move boats of all types as necessary to facilitate this seasonal activity for the best interests of all Club Members. In no case would a boat be moved without a good faith effort to contact Owner.

Should any boat remain in the storage area after April 15th, either the annual Drysail fee or water dock fees must have been paid by that date. If not, a storage fee of \$5 per day will be charged without prior approval of Dockmaster or Commodore for good reason.

Owner understands that during the Winter Storage Season the Club is closed and no provision for any security patrol or other security measure for the Storage area is in place. Furthermore lighting is limited over the area, with no secure fence or security cameras. As such OWNER understands that any damage risk to boats or personal injury liability in storage due to natural causes, vandalism, negligence of a third party or any other cause is borne by OWNER.

It is the OWNER's responsibility to verify they carry appropriate insurance on their boat and property while in winter storage. In addition provision should be made to cover the boat to avoid water damage and limit access. The trailer wheels shall be blocked fore/aft and the jack stand supported on the gravel. Trailer hitches should be locked and Club requires the boat's trailer be marked with OWNER's name. If the trailer is locked, a key must be on the Club keyboard in the event the trailer must be moved in fall/spring as noted above.

Due to the boats likely being stored in close proximity, the Club does not permit any maintenance work, 3rd party work, preparation for or application of paint etc while in winter storage in its berth. Work can be done with permission of Dockmaster or Commodore IF the boat is relocated well away from storage for such activity and returned thereafter.

The undersigned Owner has read the above SMBC Winter Storage Agreement and agrees to be bound by all the terms thereof and further agrees to hold St. Marys Boat Club, its officers, Board of Governors and other individual members harmless from any damage to boat and personal property as well as personal injury while in storage. This agreement will be in effect upon paying the fees outline above.

OWNER (print): _____ Date: _____

OWNER (signature): _____ Mobile Phone: _____

Please mail form along with check payable to St. Marys Boat Club to Treasurer

Brandi Dickey 3562 Pamona Drive, Beavercreek, OH 45440