

CROSSWINDS BOAT STORAGE, INC.
BOAT STORAGE AGREEMENT

This agreement is made this ___ day of _____, 20 ____, between CROSSWINDS BOAT STORAGE, INC., a Michigan Corporation of 302 South Lake Street, Whitehall, Michigan, 49461 ("Crosswinds") and

Boat Owner's Name : _____ Address _____
Telephone: Home _____ Work _____ Fax: _____ Cell _____
E-mail address: _____ (the "Owner") upon the terms and conditions in this Agreement.

1. Background. Owner desires to lease inside heated storage space from Crosswinds at one of its two storage buildings located adjacent to White Lake in the City of Montague, Michigan (the "storage buildings"). Crosswinds is willing to rent storage space to the Owner.

2. Storage Space. Crosswinds agrees to provide inside heated storage sufficient in size to accommodate the Boat of the Owner described below (the "Boat").

Boat Make: _____ Model: _____ Year: _____
Boat Name (if any): _____ Length: _____ Beam: _____
Total Sq. Ft.: _____ Sail _____ Power _____

3. Storage Fee. The fee for storage for the 20__ winter season is \$____ per square foot of storage space. The square footage shall be calculated by measuring and multiplying overall length and width of the Boat. In the alternative, the overall length and width of the Boat may also be determined by referencing the BUC used boat price guide. No fees shall be charged for the square footage of bowsprits or bow pulpits; however, a \$50 charge shall be added in the event the boat has an external swim platform. Haul-out, pressure washing the bottom, and spring launch is included in storage fee.

4. Payment. At the time of signing and delivery of this Agreement to Crosswinds, Owner shall pay \$500.00 as a reservation for inside storage. The balance of the storage cost owed under this Agreement shall be paid one-half (1/2) before November 15, this year, and the balance in full prior to January 1, next year.

5. Other Conditions. The general conditions attached hereto are part of this agreement and should be reviewed thoroughly.

6. Effective Date. Owner and Crosswinds have signed this Agreement and it shall be effective on the day and year first above written.

7. Additional Terms

*** When you sign up for storage you will be given a form to fill out that specifies a launch date. We try to put your boat in the building in accordance with your launch date (the latest launches in the back and earliest in the front). In the event that you need to be moved because you desire an alternative launch date or have not completed your inside work, you will be charged a fee of \$5.00 per lineal foot to move the boat to allow for other boats to be launched.

Owner: _____ Crosswinds Boat Storage, Inc.

By: _____

Owner's Name:
Owner's Insurance Company:
Insurance Policy Numbers:
Owner's Emergency Phone Number:

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR DEPOSIT

**GENERAL CONDITIONS TO CROSSWINDS
BOAT STORAGE AGREEMENT**

8. Term. Crosswinds is to provide storage for the Boat for one winter season commencing on or after October 1, this year and extending to May 1, next year. The terms of this Agreement shall apply from the time the Owner delivers keys to Crosswinds in anticipation of lifting the Boat out of the water for storage in the Fall to the date that Crosswinds launches the Boat in the Spring of the following year.

9. Signed Agreement. Under no circumstances will the Boat be accepted, handled, lifted out or worked upon until this Agreement is signed and accepted by Crosswinds. No refund or rebate of the reservation fee will be allowed if this Agreement is canceled for any reason prior to the expiration of its term. Prompt return of this Agreement with the reservation fee will better insure Owner of storage space. However, the tender of this proposal to Crosswinds does not guarantee storage space unless the Agreement is signed and accepted by Crosswinds.

10. No Smoking. No smoking is allowed in storage buildings or elsewhere in the vicinity of boats.

11. Flammable Material. Owner understands and agrees that for Owner's protection and the protection of others, Crosswinds 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. Outside Contractors and Access to Building. Outside contractors hired by Owner to work on the Boat will only be allowed within the storage area after prior notification to Crosswinds. To adequately provide proper security, any contractor that has not been properly identified by the Owner will be denied access to the storage area. Any repair or maintenance work (including sanding, grinding, or painting) must receive prior approval from Crosswinds. If tenting is required, the tenting must be inspected and approved by management before any repair or maintenance work can commence. 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 premises of the storage buildings 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, Crosswinds, the Owner and any other person or persons on the premises of the storage buildings and their property at the storage buildings. Any outside contractor who enters the storage buildings to perform work on the Boat must abide by all rules and regulations set forth by Crosswinds.

13. Owner's Contractors. Owner agrees to indemnify and hold harmless Crosswinds 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.

14. Notification Requirements. Prior to lift out, Owner agrees to make available to Crosswinds 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, Crosswinds shall not be liable unless damage is due to the negligence of Crosswinds.

15. Lift Out Date. It is recommended that Owner arrange in advance for a lift out date. Owner understands and agrees that the Boat will be lifted out at such time as to best suit the lifting schedule of Crosswinds and that all subsequent work and service to the Boat will be done in accordance with Crosswinds work schedule.

16. Cradles. Crosswinds reserves the right to refuse to use any Owner-furnished cradles which Crosswinds 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 Crosswinds for the following winter season storage, Owner shall remove all cradles by May 1, next year. Should the cradles be left in storage with Crosswinds after May 1, next year, an additional charge of \$100 per four (4) months (or any fraction thereof) will be paid by Owner to Crosswinds upon request.

17. Launch. Crosswinds requests Owner to arrange for a launching date as early in the spring as possible and Owner understands that launching will be done in the manner allowed by the schedule of Crosswinds. In the event that Owner and Crosswinds mutually agree to special scheduling at the request of Owner, extra charges can be charged to Owner. Owner agrees to make available a minimum of six (6) good and serviceable mooring lines and fenders of adequate size and number for tying off at Ellenwood's dock facility. In the event of failure to provide the lines or fenders, Owner agrees that Crosswinds may, at its option, refuse to launch the Boat, and that Crosswinds' responsibility for the Boat terminates upon

launching unless due to negligence upon the part of Crosswinds. Further, Crosswinds shall not be responsible for any damage resulting from circumstances such as the cracking, splitting or the general drying out of the hull, super-structure or interior portions of the Boat while in its storage or work area, or for the filling with water or sinking of the Boat upon launching due to the drying out of the Boat.

18. Boat Handling. Owner understands and agrees that Crosswinds may handle, launch, lift out and/or cradle the Boat for any reason whatsoever, and that if the handling or removal is determined to be in the interest of the Owner, for the convenience, protection, and/or safekeeping of the Boat, that those services will be chargeable to Owner. A daily dockage charge per Crosswinds or the Storage building's daily transient rate sheet for boats shall be chargeable if the Boat remains at the launching slip beyond the weekend following notification of Owner of the launching of the Boat. Owner further understands and agrees that Crosswinds is not responsible for any scratch, gouge or abrasion whatsoever to the Boat, unless the damage is due to the negligence of Crosswinds.

19. Boat For Sale. This Agreement is not assignable without the written consent of Crosswinds. Owner agrees to give Crosswinds 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 on Crosswinds property without the written consent of Crosswinds.

20. Keys, Access and Insurance. Owner agrees to deliver to Crosswinds one complete set of keys for the Boat and grants Crosswinds a right of reasonable access to the Boat at all times the Boat is within Crosswinds storage and work areas. 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 Crosswinds attempts to maintain strict security at all times and does not permit its customers or other persons access, unless satisfactorily identified, and then only in accordance with posted yard rules and procedures, Crosswinds assumes no responsibility for pilferage or damage by reason of vandalism. Owner further agrees that, to the fullest extent permitted by law, Crosswinds shall not be liable for loss or damage to the boat from any cause whatsoever except as otherwise specifically set forth in this agreement. Owner understands that Crosswinds does not carry insurance on the boat and agrees that owner shall fully insure that boat and shall provide proof of insurance to Crosswinds promptly upon request. Any such policy of insurance shall contain a provision waiving the insurance carrier's right of subrogation of claims against Crosswinds. Owner also agrees, to the fullest extent permitted by law, to indemnify and hold harmless Crosswinds from any property damage or any other liability, loss, damage or expense to the boat from any uninsured cause. Owner understands that Crosswinds is relying on the provision of this paragraph and, to the fullest extent permitted by law, owner shall indemnify Crosswinds against and hold Crosswinds harmless from any liability, loss, damage or expense suffered by as a result of any failure of owner to maintain the insurance as required by this agreement. Crosswinds recommends that all personal effects, gear, marine equipment, dinghies, navigational instruments, furniture, electronic equipment, clothing, food, beer, liquor, and similar items be removed from the Boat prior to the lift out date.

21. Valuables. Crosswinds cannot be responsible for items of value or dinghies left on deck or in unsecured storage compartments. Owner must remove dinghies from swim platforms prior to placement of the Boat in indoor and/or outdoor storage.

22. Late Fees. Should the Boat be left in storage with Crosswinds after May 1, next year, an additional monthly charge of \$.50 per square foot will be owed by Owner to Crosswinds on May 2 and on the first day of each month thereafter until the Boat is removed.

23. Maintenance, Cleaning, and Extended Hours. Owner understands and agrees that should the building or general premises be kept open after the normal working hours, or should Crosswinds find it appropriate to clean up any litter, debris, dirt or mess resulting from work done by or for Owner, Crosswinds shall bill Owner at the rate of \$64.00 per hour for the cleanup work.

24. Liabilities. Owner understands and agrees that Crosswinds makes no warranty with regard to any ladders, platforms, walks, ramps, equipment or gear on its premises which Owner may borrow or use. Owner, on Owner's own behalf and on behalf of all members of Owner's immediate family, guests, employees, agents and contractors, does hereby release and forever discharge Crosswinds and its agents, employees and affiliated corporations from any and all claims, damages or any causes of action of whatsoever kind or nature which may result from any accident or other occurrence while those individuals are upon the premises of Crosswinds or arising from the services of Crosswinds performed under this Agreement. Owner understands and agrees that Crosswinds assumes no responsibility and shall not be liable for any injuries to the Owner, members of Owner's family, agents, employees, invitees or licensees while those individuals are on

Crosswinds premises. Owner agrees to indemnify and hold Crosswinds harmless from all losses, damages, liabilities and expenses which may arise or be claimed against Crosswinds for any injuries or damages to the person or property of any person, firm or corporation, as a consequence of or arising from the use or occupancy of the premises by Owner, or as a consequence of or arising from any acts, omissions, neglect or fault of Owner's agents, servants, employees, contractors, licensees, customers, family members or invitees, or as a consequence upon or arising from Owner's failure to comply with any relevant state, county and municipal laws, statutes, ordinances or regulations.

25. Rules and Regulations. Owner agrees to obey all rules, regulations and procedures as may be posted on Crosswinds premises from time to time, including all rules of the Ellenwood Condominium Association.

26. Removal. Removal of the Boat from storage will require an order from the Owner with fourteen- (14) days' notice. Owner agrees to pay Crosswinds labor price at the then current rate for labor in connection with removing the Boat from the storage yard, if it is done prior to the agreed upon launching date. No Boat will be removed from storage until all sums owed by Owner to Crosswinds under this Agreement including, without limitation, all current charges for storage and any work performed on or materials furnished for the Boat have been paid in full. Crosswinds shall have a possessory lien on the Boat to secure the payment of such sums, which lien the Owner hereby authorizes and grants.

27. Condominium Association. Only the Owner of a unit within the Ellenwood Landing Condominium Association shall have a right to vote in the association and no one storing a Boat at the storage buildings who does not own a unit shall have any right to vote or have a voice in the affairs of the association.

28. Modification. Owner and Crosswinds agree that no modifications of this Agreement will be binding unless the modifications are in writing and signed by both parties.

29. Notice. Any notice to be given pursuant to this Agreement shall be in writing and be sent by mail with postage prepaid to the party to be notified at the address set forth above and any notice shall be deemed to have been given on the date following the date it is mailed.

30. Governing Law and Venue. Any disputes arising under the terms of the Agreement shall be settled pursuant to the laws of the State of Michigan. Venue for any disputes shall lie in Muskegon County, Michigan.

31. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the parties and their successors and permitted assigns. Crosswinds may assign its interest under this Agreement. The Owner's interest shall not be assignable or subject to any sublease arrangements.