



# CEDARVILLE MARINE

## 2020 BOAT / PWC STORAGE AGREEMENT

Date: \_\_\_\_\_

This agreement for the storage of a boat or PWC ("The Vessel") between Flotation Docking Systems, Inc. DBA Cedarville Marine ("CM") and The Owner/Authorized Agent ("The Owner") is subject to the Storage Terms & Conditions on the following page, which The Owner has carefully read and acknowledges.

### Contact Information:

Full Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Other Authorized Users:

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_

### Equipment Information:

Type of Vessel: \_\_\_\_\_  
Name (if applicable): \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Registration #: \_\_\_\_\_

### Storage Rates:

*Indoor:* \$4.15 psf including swim platforms, pulpit, outboard, and outdrive.

*Shrink Wrap:* \$3.25 psf stored outside at CM  
\$2.75 psf stored offsite by others

**Note:** *In the event that The Vessel is on a trailer with a larger footprint than The Vessel, the trailer footprint shall be used to calculate square footage.*

### Additional Notes:

1. CM will not accept incomplete and/or unsigned agreements.
2. In the event that The Vessel remains in CM storage beyond August 1<sup>st</sup>, 2021, The Owner shall be billed for an 50% of his/her 2020 storage fee.
3. CM will not launch The Vessel until The Owner has paid any / all storage fees in full.
4. Overdue accounts are subject to finance charges at an annual percentage rate of 18%.
5. The Owner has read and agrees to page one 2020 Boat Storage Agreement and page two Terms and Conditions.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CM Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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www.cedarvillemarine.com



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## TERMS AND CONDITIONS

- I. **Entire Agreement:** The terms and conditions of this agreement, in its entirety, without exception, shall act as a binding agreement between CM and The Owner, and shall extend to any other agent or entity (excluding future transferees) acting under the direction, control, or on behalf of either party.
- II. **Severability:** The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- III. **Damage Mitigation:** In the event of an emergency or threat to safety or security, The Owner authorizes CM but does not obligate CM to attempt appropriate measures to mitigate damages to The Vessel, other Equipment, and CM's property and environs. The Owner agrees to pay CM its reasonable charges for mitigation attempts.
- IV. **Access:** During the time of this agreement, CM may, at its own discretion, grant The Owner access to work on The Vessel. If The Owner desires work on The Vessel of a nature not offered by CM, The Owner's outside contractor providing that type of work may be granted access by CM (at its own discretion), provided however the outside contractor first provides a Certificate of Insurance satisfactory to CM, naming CM an additional insured. The Owner acknowledges that the outside contractor's insurance does not absolve The Owner of responsibility for injuries or damages arising from the outside contractor.
- V. **Breach of Contract:** A breach of contract is considered to have occurred when one party has acted in a manner inconsistent with this agreement. In the event that a breach of contract were to occur, the breaching party may not sue or take any legal action against the non-breaching party.
- VI. **Negligence Exclusion:** The Owner acknowledges that he/she is responsible for The Vessel and any persons brought or invited to CM facilities by The Owner. The Owner understands that CM shall not be held in breach of contract or considered negligent for any dollar damages due to (a) injury to persons, including death, or (b) damage to any property including The Vessel and its contents. This exclusion of any claim by The Owner and The Owner's invitees for breach of contract or negligence includes any incident arising in any way from this agreement or of The Vessel at CM, regardless of whether caused by CM or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
- VII. **Indemnification:** The Owner agrees to forever indemnify and hold harmless CM and its employees/agents against any and all claims, suits, actions, torts, legal or administrative proceedings, demands, judgments, liabilities, attorney/arbitrator fees, and expenses of any nature (or claims thereof) arising out of misuse, injury, death, damage, loss, negligence (not amounting to gross negligence), breach, or any other matter as it pertains to this agreement.
- VIII. **Extension:** The Owner acknowledges that this agreement's provisions shall extend to periods before and after the dates listed herein (or verbally agreed upon heretofore) if The Vessel is present at CM, providing that no other *written* agreement has been executed.
- IX. **Transfers:** This agreement is not transferable or assignable by The Owner.
- X. **Payment:** Payment for storage in accordance with the rates established on page 1 of this agreement along with charges for any additional work such as winterizing, bottom washing, shrink wrapping, and/or any other CM yard service (plus finance fees) shall all be due upon billing to The Owner.
- XI. **Liens:** The Owner agrees that any unpaid amounts owed to CM under the previous section constitute a lien on The Vessel in favor of CM under the Michigan Marina and Boatyard Storage Lien Act. While CM is entitled to foreclose its lien, if The Owner does not pay all unpaid amounts due and remove The Vessel after written demand to do so, The Owner agrees that CM may (at its option) sell The Vessel non-judicially to recover unpaid amounts due and/or take such other steps CM's deems appropriate to remove The Vessel from CM's premises, including disposal of The Vessel. The Owner agrees to pay for CM's reasonable attorneys or fees and costs incurred in enforcing the provisions of this section.
- XII. **Disputes:** Any breach or dispute arising out of this agreement that cannot be solved through non-binding means shall be settled by arbitration. The Owner and CM agree that they are not allowed to litigate any disputes regarding this contract. The arbitration shall be held in accordance with the American Arbitration Association rules and regulations and an arbitrator shall be selected who has substantial experience regarding the nature of the dispute. Hearings shall be tried under State of Michigan Law and occur in St. Ignace, Michigan or Sault Ste. Marie, Michigan.