



CEDARVILLE MARINE

2019 SNOWMOBILE / ATV STORAGE AGREEMENT

Date: _____

This agreement for the storage of a snowmobile or ATV ("The Vehicle") 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 Vehicle: _____
Make: _____
Model: _____
Year: _____
Registration #: _____

Storage Rates:

Seasonal Storage: \$250.00 per season

Additional Notes:

1. CM will not accept incomplete and/or unsigned agreements.
2. CM will not remove and/or prep The Vehicle until The Owner has paid storage fees in full.
3. Overdue accounts are subject to finance charges at an annual percentage rate of 18%.
4. The Owner has read and agrees to page one 2019 Snowmobile / ATV Storage Agreement and page two Terms and Conditions.

Owner Signature: _____ Date: _____

CM Signature: _____ Date: _____



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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 Vehicle, 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, The Owner may not work on The Vehicle while stored on CM premises. If The Owner would like CM to temporarily remove The Vehicle from storage so that work may be completed on The Vehicle off of CM property, The Owner will be responsible for and agrees to pay additional storage fees as a result of CM's additional time to remove and re-store The Vehicle.
- 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 Vehicle 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 Vehicle 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 Vehicle 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 Vehicle 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 summerizing, repairing, washing, and/or any other CM yard service (plus finance fees) shall all be due upon billing to The Owner.
- XI. **Unpaid Amounts:** If The Owner does not pay all unpaid amounts due and remove The Vehicle after written demand to do so, The Owner agrees that CM may (at its option) sell The Vehicle non-judicially to recover unpaid amounts due and/or take such other steps CM deems appropriate to remove The Vehicle from CM's premises, including disposal of The Vehicle. 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.