



WINTER STORAGE AGREEMENT

This agreement entered into as of the _____ day of _____, 20__ by and between Creekside Marine, Inc. ("CREEKSIDE" or "MARINA") of West Ferrisburgh, Vermont and Vessel Owner(s) as indicated below ("OWNER(S)"). The OWNER(S) warrant and represents the following information to be true and correct.

OWNER(S) CONTACT INFORMATION	
OWNER: _____	STREET: _____
PHONE: _____	CITY & STATE: _____
EMAIL: _____	ZIP CODE: _____

VESSEL IDENTIFICATION INFORMATION	
BOAT NAME: _____	
MAKE: _____	MODEL: _____ YEAR: _____
LOA (LENGTH OVERALL): _____	MOTOR: _____
BEAM (MAX. WIDTH): _____	MAX. DRAFT: _____
REGISTRATION #: _____	BOAT KEY LEFT IN OFFICE: YES or NO

TRAILER IDENTIFICATION INFORMATION	
TRAILER MAKE: _____	MODEL: _____ YEAR: _____
TRAILER REGISTRATION #: _____	TRAILER ON PREMISES (circle): YES or NO

Haul out by Creekside: YES or NO (incurs launch fee)

Haul Out Date Requested: _____

We will do our best to meet your haul out date requested; please give us no less than four (4) weeks' notice so we can schedule appropriately. Haul out dates are weather dependent.

General Information: Winter storage season is from Oct 1st through June 30th; Summer storage is from July 1st through Sept 30th.

Indoor covered storage: \$48 per foot

Shrink Wrapped & Stored Outdoors: \$39 per foot

Note: If 25 feet or over \$40 per foot

Please note that the storage is based on length overall; if your boat will remain on a trailer, the length will be verified when the boat arrives.

Jack stands are required for all boats without a trailer. These are required for the safety of your boat. The fee is \$25 per jackstand for the season. The number of jackstands used will be determined at the time of storage.

Fees: OWNER(S) shall pay a total of \$_____ to CREEKSIDE for the services covered by this Agreement.

TERMS AND CONDITIONS:

The term of this Agreement shall begin on October 1, 2023 for a term of nine (9) months ending on June 30, 2024, unless sooner terminated pursuant to this Agreement.

CREEKSIDE WILL NOT ACCEPT, OR ALLOW TO REMAIN AT THE MARINA, ANY BOAT THAT IS, IN CREEKSIDE'S OPINION, IN AN UNSAFE OR UNUSABLE CONDITION.

During winter storage, OWNER(S) storing their vessels inside understand that there will be no access without prior authorization by CREEKSIDE. This is for customer safety and to protect your vessel from unauthorized access. No outside labor or vessel work is permitted on Marina property unless authorized in advance by CREEKSIDE. If outside vendors are agreed upon by CREEKSIDE, they must check in at Marina office whenever working on the Marina premises and provide certificate of insurance satisfactory to CREEKSIDE. OWNER(S) understand that spray painting and welding is strictly prohibited. OWNER(S) understand that CREEKSIDE may remove the vessel from the trailer and place it on jack stands if choosing indoor storage. If OWNER(S) did not elect the rental of jack stands and CREEKSIDE removes the vessel for space savings, there will be no fee to the OWNER(S) for the use of the jack stands.

OWNER(S) shall remove from the vessel prior to storage all paints, thinners, gasoline cans or other materials which constitute a danger of fire both for the protection of CREEKSIDE and for other vessel owners. CREEKSIDE will examine vessels before shrink-wrapping and outdoor storage or indoor storage and has the right to remove any such material(s) should it be encountered in any vessel during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from the vessel at the time of haul out for storage or service.

OWNER(S) understands and agrees that CREEKSIDE will not supply or allow use of ladders, platforms, walks, equipment, or gear on its premises during winter storage. OWNER(S) and the undersigned further jointly and severally covenant and agree to indemnify and save harmless CREEKSIDE by reason of any claims, suits, or damages of the OWNER(S) or undersigned, their family, guests, or agents, or employees.

The OWNER(S) recognize that CREEKSIDE does not provide security guard services but will provide, solely as a courtesy, periodic observation of the boat exterior to check for damages from any cause including weather, theft, and vandalism.

Except as otherwise provided herein, CREEKSIDE shall incur no liability of any kind whatsoever for any injury or damage to OWNER(S)' vessel(s), trailers, vehicles, or their contents, or any other personal property, or to OWNER(S) or any other persons, resulting from fire, theft, vandalism, the elements, or any other cause, it being understood that the OWNER(S) will carry insurance for their own protection. All vessels shall be handled at the OWNER'S risk. CREEKSIDE shall assume no liability for the condition of the vessel. OWNER(S) shall carry hull and P&I (Protection & Indemnity) insurance on any vessel stored at the Marina. OWNER(S) agrees to provide proof of insurance to CREEKSIDE.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to save CREEKSIDE harmless with respect to damage or loss to or of the vessel and/or its outfit, except such damage or loss may be conclusively attributed to CREEKSIDE'S negligence, and this undertaking is provided to induce CREEKSIDE to enter this Agreement.

We require all Marina customers to comply with applicable State and Federal laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment (if applicable). We reserve the right to inspect vessels at our facility for compliance. Marina regulations as established by CREEKSIDE are for the welfare and safety of all patrons and will be enforced without favor or prejudice. Failure of OWNER(S) and/or their guests to observe such regulations may be cause for termination of this Agreement without refund at CREEKSIDE'S option, as set forth below. CREEKSIDE customers are responsible at all times for the conduct of their visitors and guests and they must abide by marina rules and regulations.

CREEKSIDE may terminate this Agreement without cause, upon no less than thirty (30) days written notice to the OWNER(S). In the event of a termination by CREEKSIDE without cause, OWNER(s) will be entitled to a prorated refund of any fees paid for the period between the date of termination and the end of the original term.

In the event of a breach of this Agreement by OWNER(S), CREEKSIDE may terminate this Agreement for cause upon no less than thirty (30) days written notice to the OWNER(S), except that the period of notice may be reduced to no less than five (5) days if OWNER(S)' breach involves a significant threat of injury or damage to persons, property, or the environment. In case of a termination for cause, no refund will be due to OWNER(S).

If OWNER(S) intend to dock their vessel at CREEKSIDE for the spring/summer season, they must have an active agreement on file no later than the last day of the term of this agreement. If OWNER(S) do not enter into a dockage agreement with CREEKSIDE, OWNER(S) must remove their vessel from CREEKSIDE no later than the last day of the term of this agreement. If this Agreement is terminated for any reason prior to the last day of the term, then OWNER(S) must remove their vessel from CREEKSIDE as of the date of termination.

Any vessel not removed in accordance with this Agreement will be assessed a \$50.00 per day fee until removed, and in addition, CREEKSIDE reserves the right to move any such vessel to a different location, in which case any moving and storage fees will be the responsibility of OWNER(S).

Vessels or other property stored at CREEKSIDE have a lien upon them pursuant to 9A V.S.A., Article 7, and may be sold by CREEKSIDE when charges are not paid when due, in accordance with the terms of that statute.

I/we understand that this agreement is not finalized until you have received a signed copy back for your records and payment has been satisfied.

OWNER

DATE

OWNER

DATE

CREEKSIDE MARINE, INC.

DATE