WATERCRAFT STORAGE AGREEMENT

THIS AGREEMENT made this (_____) day of (_____), 2020 between Caesar's Creek Marine (hereinafter called "Dealer") and _____ (hereinafter called "Owner")

Watercraft Brand/Model: _____ VIN: _____

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Dealer agrees to accept the Watercraft for storage in an inside or outside storage space upon advanced payment (monthly, quarterly, half year, or yearly) by Owner of a storage fee of:
   a. Please specify if inside or out by circling one

      ☐ Inside Pontoon/Large Boat ($90 plus tax) ☐ Outside ($40 plus tax)
      ☐ Inside Boat/PWC ($75 plus tax)

   b. Storage period ☐ Summer Storage: May through October ☐ Inside for Winter & Outside for Summer
      ☐ Winter Storage: October through April

      Start: Month: (_____) Year: (_____)
      End: Month: (_____) Year: (_____)

   c. Please circle frequency of payment.

      Monthly (every month) Quarterly (every 3 months)
      Half Year (every 6 months) Yearly (every 12 months)

   d. Payment is due on or before the 1st of the month or the 1st of the first month of the frequency of payment. Owner has a grace period of 10 days. A late fee, if Dealer have not received the payment by the 5pm on the 10th of the month. A $30.00 fee for a returned check. A monthly bill will not be sent to Owner unless Owner requests a bill.
2. At end of April, Dealer will change the inside storage building from winter setup to summer setup. In October, Dealer will change the inside storage building from summer setup to winter setup. A $1,000.00 fee for pulling Watercraft out of inside storage between October and April 30th.
3. Owner shall remove from the Watercraft all items of personal property not covered by the terms of this agreement prior to delivery of the Watercraft to Dealer for storage.
4. The storage provided by this agreement shall be solely at Owner's risk and Owner hereby releases Dealer of all liability for any loss or damage to the Watercraft and any other property of Owner whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of Dealer or any of Dealer's employees, agents, licensees or invitees. This includes but not limited to trailer adapters or trailer locks.
5. If Owner wants to lock their Watercraft trailer, then Owner needs to lock the trail so the coupler is in the open position. If the couple is lock in the closed position and the Dealer does not have the key. Then the Dealer has the right to cut the lock with no liability of replacing the lock.
6. In the event Owner shall change Owner's place of residence as set forth in the storage agreement, Owner shall give Dealer written notice of any change within 10 days of the change, specifying Owner's current residence and telephone number.
7. Dealer reserves the right to move the Watercraft to any other storage space as Dealer may find necessary.
8. Owner shall hold harmless Dealer, its agents and employees, from and against any expense (including, without limitation, legal and collection fees) loss or liability suffered or incurred by Dealer or any third party as a result of or in connection with any breach by Owner of Owner's obligations as set forth in this agreement. Owner shall carry insurance against loss by fire, theft, windstorm and other damage or loss, which may occur during the rental period or as a result of Owner's failure to carry out Owner's obligations under this agreement.
9. Owner's Watercraft will be subject to a claim of a lien in favor of Dealer, if rent or other charges due are delinquent 14 days after the due date. Owner expressly consents to the Dealer taking full control of the Watercraft stored on the premises if Owner defaults in any way under this agreement.
10. This storage agreement shall terminate at the expiration date stated within. Either party may terminate this agreement by giving the other party 10 days written notice by certified mail. In the event the Owner terminates prior to the expiration of the storage period or in the event Dealer terminates due to default of Owner in the performance of the terms and conditions of this agreement, any storage fee paid by the Owner shall be retained by Dealer and shall not be refunded or prorated. Upon termination of this storage agreement, Owner shall promptly remove the Boat from the premises.
11. After this storage, agreement has expired and the Owner has not either filled out a new storage agreement or removed their Watercraft. Then the Owner will be switched monthly frequency of payment at the agreement rate plus $10.00 and tax.
12. Before a Watercraft can leave the premise. All fees including, but not limited to storage fees and late fees have to be paid in full. No exceptions to this policy.

_____ _____
Signature of Watercraft Owner Address

_____ _____
Phone (Home) Phone (Cell) City State Zip

_____
Email

By _____
Caesar's Creek Marine Sales & Service
P.O. Box 7, 157 S. Maple St.
Harveysburg, OH 45032
(513) 897-2912

04/22/20