

LEMON BAY CREW CLUB

BOAT STORAGE AGREEMENT

This Storage Agreement ("Agreement") between Lemon Bay Crew Club, Inc. ("the Club") and _____ ("the Boat Owner") shall govern the terms of the Agreement for the Club to store the Boat Owner's boat for ten dollars (\$10.00) a month to be paid quarterly or annually in advance.

The Boat Owner wishes to store the following owned property:

_____ (Manufacturer and Model)

(Serial Number) on the

Club's property leased from Sarasota County, Florida at Indian Mound Park.

The Boat Owner acknowledges that the Club is subject to the License Agreement with Sarasota County which allows Sarasota County to cancel the License Agreement with sixty (60) days written notice to the Club. Should the Club receive such notice it will promptly provide the Boat Owner with written notice of that occurrence and the Boat Owner is solely responsible for removal of the owned property within thirty (30) days of the date of the Club's written notice to the Boat Owner.

The Boat Owner agrees that the storage space for the owned property may not be subleased, transferred or loaned by the Boat Owner to any other person or entity. The Boat Owner agrees that only the above described owned property may be stored in the space made available to the Boat Owner by the Club. Should a Boat Owner allow the use of its property by a nonmember, the Boat Owner agrees that it is responsible for the nonmember following Club rules and will be present while the owned property is being used by the nonmember. The Boat Owner assumes responsibility for any injury or damage to Club property caused, in whole or in part, by the nonmember's use of the owned property.

The Boat Owner agrees and acknowledges that the Club is not responsible or liable for damage to or loss of the owned property due to forces of nature including but not limited to hurricane, flood, fire, wind, tornado, tidal surge, epidemic, riot, insurrection, war, theft, vandalism or Court Order.

The Boat Owner agrees and acknowledges that it is solely responsible for insuring its owned property. The Boat Owner agrees that it shall have the Club named as an additional insured on any insurance policy insuring the owned property.

The Club agrees that should it damage or cause loss to the Boat Owner's owned property during club managed activities the Club is responsible for the repair or replacement of the owned property at a value not exceeding the then current market value of the owned property.

The Boat Owner agrees that should it cause damage or loss to the Club's property by use or misuse of its owned property that it is responsible for the repair or replacement of the Club's property at a value not exceeding the then current market value of the Club's property. Should the Boat Owner and the Club fail to agree upon a value to repair or replace the damaged property within sixty (60) days of the occurrence of the damage, both parties agree to settle any dispute by mediation. Both parties freely waive any right to a jury trial.

The Boat Owner agrees that it is solely responsible for payment to store the owned property and such payment is due to the Treasurer of the Club not later than the tenth (10th) day of each month. The Boat Owner acknowledges that should it fail to make timely payments and should it be in arrears more than ninety (90) days that the Club may seize the owned property with or without written notice to the Boat Owner. Should the Club seize the Boat Owner's owned property it will provide written notice to the Boat Owner at its last address on record with the Club. The Boat Owner shall have until the one hundred tenth (110) day after its failure to pay for the storage of the owned property to redeem the owned property by payment of the entire arrears amount and the next month's amount to the Club Treasurer. Should the Boat Owner fail to redeem the owned property by full payment the Club may then sell the owned property of the Boat Owner without further written notice to the Boat Owner.

The Boat Owner will provide written notice of its termination of this Agreement twenty (20) days in advance of the termination by delivery of the written notice to any member of the Club's Board of Directors by mail or by hand to any of those persons.

The Club will provide written notice of its termination of this Agreement thirty (30) days in advance of the termination by delivery of the written notice to the Boat Owner by mail to its address on record with the Club or by hand to its person.

The parties agree that should a dispute occur between them that this Agreement is covered by the laws of Florida and is to be construed in conformity with Florida law.

Dated this _____ day of _____, _____.

Boat Owner

Lemon Bay Crew Club

(10-2023)