



Walnut Lake Estates Inc.

Sub 2

5380 Putnam Drive, West Bloomfield, MI 48323 | www.wle2.org

BOAT STORAGE AGREEMENT

DATE: _____

THIS AGREEMENT for the winter storage of a BOAT between Walnut Lake Estates, Inc., (“Association”) and the BOAT’s Owner (“Member”) is not a bailment and is subject to the BOAT Storage Terms and Conditions set forth below, which the Member has carefully read and acknowledges.

MEMBER INFORMATION:

Name: _____

Address: _____

Contact Phone Number: _____

Email Address: _____

BOAT INFORMATION:

Michigan MC Number: _____

Year, Make, Model: _____

Length: _____

Trailer Plate No.: _____

Insurance Company: _____

Policy Number: _____

FEE to be billed with Spring dues:

\$100.00 for sailboats, jetski, hulled boats

\$175 for pontoon boats

BOAT Storage Terms and Conditions

1. Member must be a current member of the Walnut Lake Estates, Inc. Homeowners Association and all the dues and assessments must be current.
2. Placement of the BOAT is limited to the parking lot at the Associations beach property.
3. The BOAT may not be placed on the parking lot before October 1st and must be removed no later than April 30th of the calendar year following the year this Agreement is signed.
4. Member must place the BOAT in a location that maximizes the storage space available on the parking lot and in order to allow the maximum number of the other Members to store their boats on the parking lot. Member agrees to promptly move/relocate his or her BOAT upon request of the Association. If Member fails to promptly move/relocate the BOAT after being requested to do so, Member gives permission to Association to move the BOAT in accordance with the terms of this Agreement.
5. The storage provided by this agreement shall be solely at the Member's risk and Member releases Association from all liability from any loss or damage to the BOAT and any other property of Member whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of Association or any of Associations employees, agents, licensees or invitees. Member recognizes the BOAT could be stored at other facilities and acknowledges that the amount charged for storage pursuant to this Agreement is disproportionately small in comparison to the value of the BOAT and the risks of damage to the BOAT during winter storage. Member also acknowledges that the Association would reasonably charge substantially more absent these terms and conditions.
6. Member shall hold harmless Association, its agents and employees, from and against any expense (including, without limitation, legal and collection fees) loss or liability suffered or incurred by Association or any third party as a result of or in connection with any breach by Member of Member's obligations as set forth in this agreement.
7. Member shall carry insurance against third party liability, loss by fire, theft, windstorm and other damage or loss which may occur during the storage period or as a result of Member's failure to carry out Member's obligations under this agreement. Member acknowledges Association does not carry insurance on the BOAT. Member further accepts responsibility for

any injuries to persons or damages to other boats or Association property caused by the Member or the BOAT during the term of this Storage Agreement.

8. In the event Member shall change Member's place of residence as set forth in this Storage Agreement, Member shall give Association written notice of any change within ten (10) days of the change, specifying Member's current residence and telephone number.
9. Either party may terminate this agreement by giving the other party ten (10) days written notice by certified mail. In the event the Member terminates prior to the expiration of the storage period or in the event Association terminates due to default of Member in the performance of the terms and conditions of this agreement, any storage fee paid by the Member shall be retained by Association and shall not be refunded or prorated. Upon termination of this storage agreement, Member shall promptly remove the BOAT from the premises.
10. Member acknowledges that Association does not have exclusive possession and control of the BOAT, which is shared during the storage period with Member as well as other Association members who have access to the Parking Lot. Member further acknowledges his/her responsibility for the safety and security of the BOAT for storage. Accordingly, Member acknowledges this Boat Storage Agreement does not constitute a bailment and is not for any specific storage space.
11. This Boat Storage Agreement is not transferable or assignable by Member.
12. Should any term or condition of this Boat Storage Agreement be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.
13. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before three arbitrator(s). Each party shall select one arbitrator and the two selected arbitrators shall select the third arbitrator. The three arbitrators shall determine the rules that will be applicable to the arbitration. The rules of evidence need not be strictly adhered to at the discretion of the arbitrators. ///// Judgment on any Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may, in

the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fee of the prevailing party.

14. All other guidelines put forth within the Walnut Lake Estates, Inc. Boat Storage Policy apply.

MEMBER:

Printed Name

Signature

WALNUT LAKE ESTATES, INC.



By: Katie Parker, President

Its Authorized Agent