

Cumberland Boat Storage, Dock & Lift Boat Storage Agreement

Cumberland Boat Storage, Dock & Lift (The Cabin Experts, Inc) (CBSD&L) and Customer enter into the following agreement for valuable consideration to allow Customer to store Customer's boat (referred to in the singular whether one or more than one) at Cabin Experts.

TERMS AND CONDITIONS

1. **Storage Location.** CBSD&L agree to store Customer's boat, and CBSD&L will determine which location to store the boat. The boat will be stored either indoors or outdoors. If the boat is stored outdoors, CBSD&L will wrap the boats in shrink wrap. CBSD&L reserves the right to move the boat between storage facilities or within the storage facility throughout the length of the storage period.

2. **Storage Fees.** CBSD&L will charge \$18.00 per foot for indoor storage and \$14.00 per foot for shrink wrap and outdoor storage based upon the listed length of Customer's boat. The storage fee will be due by December 1. A late charge of \$10.00/month will be assessed if the fee is not paid. The late charge will be assessed on December 2 and on the first of every subsequent month and will not be prorated.

3. **Removal of Property.** Customer is required to remove all personal property from the boat prior to it being put into storage.

4. **Length of Storage, Out-of-Season Charges, and Abandonment.** The time period Customer may store the boat at CBSD&L is from August 15 to June 15. The Customer's boat must be removed from the CBSD&L property by June 15. Any boat not removed by June 15 is subject to a \$40/month out-of-season storage charge. The storage charge will be assessed beginning on June 16 and on the first of every subsequent month and will not be prorated. Any boat left at the CBSD&L storage location for more than one year will be considered abandoned.

5. **Removal from Storage.** Once the boat is in storage, Customer will not have access to it until 2 weeks after the lakes are clear of ice. CBSD&L need a 2 week notice before removing the boat from storage. Customer must have paid all storage fees and charges before the boat will be removed from storage.

6. **Insurance.** Customer is responsible for maintaining insurance on the boat while in storage.

7. **Liability of Cabin Experts.** CBSD&L WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO THE BOAT HOWEVER CAUSED UNLESS THE LOSS OR DAMAGE RESULTS FROM FAILURE BY CBSD&L TO EXERCISE SUCH CARE AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND CBSD&L IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY EXERCISE OF SUCH CARE.

THE BOAT IS NOT INSURED BY CBSD&L AGAINST LOSS OR DAMAGE HOWEVER CAUSED.

8. **Warehouseman's Lien.** CBSD&L will have a general lien on the boat. CBSD&L will also have a general lien on proceeds from the sale of the boat if abandoned for all charges provided in the agreement, including all claims for labor and all other charges and expenses in relation to the boat.

9. **Change of Address.** Customer is responsible for notifying CBSD&L of any address changes in writing.

10. **Entire Agreement.** This agreement constitutes the entire agreement between the parties regarding the subject matter of this contract and supersedes and cancels all other agreements between the parties with respect to the subject matter of this contact.

11. **Amendment.** This agreement may be modified only in writing and signed by both parties

Customer

Print name



On behalf of CBSD&L
Ian Haugen