

2023/2024

**BOAT WINTER STORAGE CONTRACT  
GROSSE POINTE WOODS LAKEFRONT PARK**

OWNER/RESIDENT	BOAT
Name: _____	Reg #: _____
Address: _____	Make: _____
Cell/Home: _____	Model: _____
Email: _____	Year: _____ Storage Fee: <u>\$323 per season</u> Trailer License: _____

1. The City of Grosse Pointe Woods (GPW) hereby agrees to allow the Owner to store the Owner's boat (defined in this contract to include both the boat and trailer) at a location designated by GPW located in the Lakefront Park (LFP). This contract is available to any GPW resident with a boat length of 28 feet or less regardless of the boat's summer location. Boats over 28 feet may be stored at the discretion of the Director of Public Services or designated agent.
2. The Owner understands that this contract is not automatically renewable. This is a pilot program and availability of storage facilities this year does not guarantee availability of storage facilities in future years. In addition, winter storage space is limited and GPW reserves the right to decline to grant access to storage in the discretion of the Director of Public Services or designated agent.
3. The contract period for winter storage of boats begins on October 31<sup>st</sup> (or an earlier date at the discretion of the City Administrator) of each year, and runs through second Sunday of May of the following year. No boats may be stored at LFP prior to or after the contract period without approval of the City Administrator. All boats must be secured to a licensed trailer (no blocks or racks). If the boat is not removed from storage by the end of the contract period for any reason, except those directly attributable to GPW, then Owner agrees to pay a charge equal to .50¢ per foot of boat length per day. GPW also has the option of removing the boat from LFP without prior notice if it is not removed timely or if the Owner breaches this contract in any other respect. If the boat is removed by GPW, the Owner is responsible to pay any moving and storage costs in addition to the daily charge. The City reserves the right to have boats moved or removed at any time based on exigent circumstances.
4. This contract is limited to winter storage rights only. Within 72 hours of the initial storage, the owner is responsible for any shrink wrapping or other protective coverings. All protective coverings must be secured to the boat to prevent wind flapping or possible damage. The Director of Public Services or its designee may require the Owners to secure the boat or its covering.

5. The Owner agrees that no maintenance, including but not limited to, cleaning, bottom cleaning, draining, painting or sanding shall be allowed at any time for any reason at LFP. All boat maintenance, cleaning, bottom cleaning, draining, painting or sanding shall be done by the Owner off-site, other than work required to place protective coverings on the boat.
6. No boat shall be stored in the leased space unless titled in the name of the Owner. Owner agrees to notify GPW in writing of any title transfer. Such written notice will not relieve Owner of its obligations hereunder. This agreement is not transferable without the prior written consent of GPW.
7. GPW will not be responsible under any circumstances for loss or damage to the boat or its contents. Further, GPW will not be responsible for personal injury to the Owner or its agent, family, relatives, or Owner's Guests; nor will GPW be responsible for loss of any articles, gear, accessories or equipment that may be left on the boat or anywhere on the premises. Owner and its agent do hereby expressly release GPW and waive all rights and claims against it for loss, damages, or injuries sustained by them or their property while on the premises of GPW and they hereby agree to save GPW harmless from any and all liability arising from loss, injury or damage to persons or property who or which the Owner or its agent, his family, relatives or Owner's Guests as well as all costs and expenses which GPW may incur in connection therewith, including but not limited to actual attorney fees, even if such liability costs, or expenses are a result of a claim asserted by the Owner, its agents, family, relatives or Owner's guests.
8. In the event Owner permits his boat to become in disrepair or to have an appearance of disarray or unsightliness or in the event the, Owner's agent, family, relatives or Owner's guests shall fail to comply with or perform any of the material conditions or agreements herein undertaken, or in the event of any disorderly conduct or unruly or noisy activity anywhere on the premises which may cause injury or discomfort to any other boat Owner or persons, or if GPW rules and regulations are breached by Owner, Owner's family, relatives, agents, friends or Owner's guests; GPW shall have the right to terminate this agreement immediately and forthwith terminate all privileges granted herein. In such event, GPW shall give written notice to Owner or its Agent either personally or by regular mail addressed to either's last known address and shall refund to boat Owner the pro rata amount of storage charges which are then unearned less any other sums due GPW. Upon said notice, Owner will immediately give up possession of said space and remove the boat, its equipment and all other property therefrom. Upon the expiration of 3 days from the date of mailing or posting said notice, GPW, without further notice may remove said boat and any property of any kind therein and put out and leave the same at any place GPW may determine at the full risk of the boat Owner. Owner agrees to reimburse GPW for the cost of said removal.
9. Owner has been notified that GPW will not provide security, supervision or any monitoring of the storage location of the boats.

10. This agreement shall be interpreted under and in accordance with laws of the State of Michigan, and nothing contained herein shall be construed as a waiver of any rights GPW may have. If any portion of this contract is deemed invalid or unenforceable, then to the extent possible, that portion and all other parts of this contract shall be interpreted so as to be enforceable, and the same remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This agreement constitutes the whole and entire agreement between the parties hereto and shall supersede all other previous agreements, whether oral or in writing.
  
11. Owner may designate one additional person that shall be authorized to direct the haul out, launch and covering of their boat. That person's name is \_\_\_\_\_.  
Only blue, white or canvas colored covering or shrink wrap may be used. Owners are responsible for removal of any covering or shrink wrap and may not use LFP dumpsters for that purpose.
  
12. **LIABILITY INSURANCE AND WAIVER OF SUBROGATION:** Owner agrees to maintain Public Liability insurance and property liability in an amount equal to at least \$100,000.00 per occurrence covering the Owner and GPW, with an Insurance company licensed in the State of Michigan and providing coverage against death, bodily injury or property damage liability arising out of the use, operation, dockage or storage of the boat at GPW's premises and to provide evidence of same to GPW. **GPW must be listed as an additional named insured.** Owner does expressly waive all rights to subrogation against GPW, its elected officials, officers, agents, employees and assigns for loss or damage to the boat, its equipment and furnishings and all other property on or around the boat or on the premises of every kind and character because of loss or damage of any kind whatsoever.
  
13. Gasoline or other volatile liquids shall not be transported or stored on LFP property by the Owner or Owner's agent while the boats are stored. This condition does not apply to gasoline already stored in the boat's tank at the time the boat is placed into storage.
  
14. The space allotted will be kept in a neat and orderly condition, and free from anything which may be a fire hazard or other safety hazard.
  
15. Owner hereby acknowledges receipt of a copy of this contract and receipt of a copy of GPW's current charges, and has read and agrees to be bound to all the terms therein. It is agreed that upon violation of any provision, GPW shall have the right to immediately cancel and terminate the contract, without any further obligation or liability to the Owner.

**CITY OF GROSSE POINTE WOODS**

**OWNER**

BY: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_