Managed by Westrec Marina Management 541 N. Fairbanks Court • Suite 1020 • Chicago, IL 60611 • (312) 742-8520 • (312) 747-6598 fax www.chicagoharbors.info

WINTER STORAGE CHECKLIST

The following checklist is a reminder for boat owners of **<u>some</u>** of the items that need to be completed for the haul-out and launch process.

<u>Haulout</u>

- □ Return Signed Contract (All 6 Pages)*
- □ Return a copy of the boat's Insurance Policy to Chicago Harbors Office* (see address at top of page)
- □ Pay balance due (required before scheduling haulout date)
- □ Prepare boat for haulout (including pumping out waste system)
- □ Call storage location for slip assignment prior to delivering boat for haulout
- □ Submit service request form to Skipper Buds (even if declining service) Do not send to Chicago Harbors Office
- □ Submit additional access request form to Chicago Harbors office (optional)
- □ Remove all required items prior to haulout (see below)

All personal and accessory articles and/or equipment that you wish to remove MUST BE TAKEN OFF THE BOAT BEFORE THE STORAGE PROCEDURE IS STARTED. We require that ALL electronics and personal property, canvas, power cords, valuables, etc. be removed as WMM/CPD is not responsible for any property left on any boat.

Launching

- □ Schedule a launch date
- □ Return summerization service form to Skipper Buds (even if declining service) Do not send to Chicago Harbors Office
- □ Complete all necessary preparations at least 24 hours prior to launch date
- □ Pick up your boat (by May 15th for permittees, within 7 days of launch for all others)

* Contract will not processed without signature and copy of valid insurance policy.

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BOAT STORAGE CONTRACT • 2015

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This agreement for the winter storage of a BOAT between Westrec Marina Management, as manager for the Chicago Park District ("WMM/CPD") and the BOAT's Owner/Authorized Agent ("OWNER") is not a bailment and is subject to the BOAT Storage Terms and Conditions set forth herein, which the OWNER has carefully read and acknowledges.

PLEASE PRINT	
Owner of Boat or Authorized Agent:	
Full Name:	
Address:	
City:	State: Zip:
Phone #:Home E-mail:	Business Cell
Boat Information:	
Boat Name:	Hull ID:
Type: Power Sail	
Term: September 21, 2015 to April 30, 201	.6
Schedule of Charges:	
31st Street Indoor Storage	\$10.00 per square foot

31st Street Indoor Storage	. \$10.00 per square foot
31st Street Outdoor Storage	\$5.50 per square foot
Montrose Outdoor Storage	\$5.50 per square foot
Shrinkwrap.	\$2.00 per square foot
Re-blocking Fee	\$5.00 per linear foot
Personal Watercraft with Trailer	\$400.00
Environmental Fee	\$150.00
Transient Dockage Fee (39 Feet & Under)	. \$2.35 per foot per day
Transient Dockage Fee (40 Feet to 60 Feet)	. \$2.55 per foot per day

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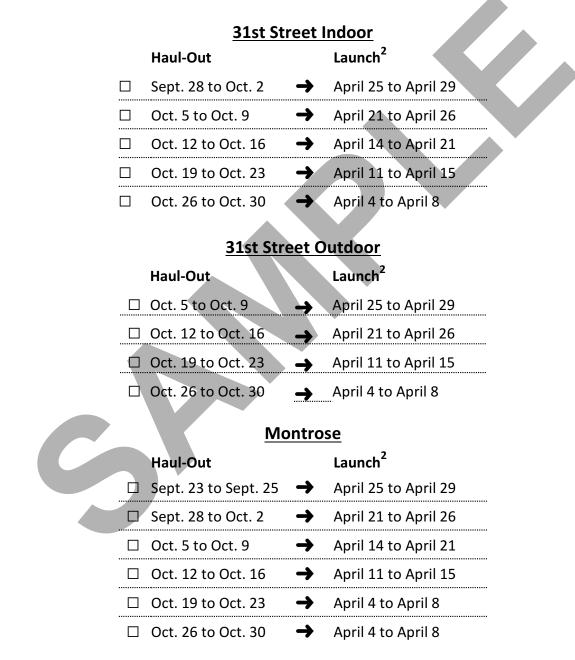
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BOAT STORAGE CONTRACT • 2015

XXXXXX

Requested Haulout/Launch¹

(check one box only)



¹ Anticipated dates are estimates, depending on weather and volume. WMM/CPD will establish final date. ² Boats which are not ready for launch by their scheduled launch date may be subject to a re-blocking fee.

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BOAT STORAGE CONTRACT • 2015

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Services Provided:

WMM/CPD will:

- Haul out the BOAT by Marine Travel Lift, Marine Sling Lift Trailer or Marine Forklift.
- Power wash the BOAT with water.
- Place the BOAT on stands (or owner provided cradle or trailer).
- Provide a source of electricity on site
 - Indoor storage: Oct. 1st to April 30th.
 - Outdoor storage: Oct. 1st to Nov 15th / March 15th to April 30th.
- Provide a source of water on site
 - Indoor storage: Oct. 1st to April 30th.
 - Outdoor storage: Oct. 1st to Nov 15th / March 15th to April 30th (weather permitting).
- Launch the BOAT and place in a stall in the harbor before the end of the term.

Owner Responsibilities (in addition to those in the Storage Agreement Terms and Conditions):

For Haulout, OWNER is responsible for:

- Delivering BOAT to the slip assigned by the storage staff 24 hours before haulout.
- Having BOAT ready for haul-out, including the complete pump-out of waste tanks, ensuring that the winterization of their BOAT is completed and the removal of all personal items, electronics, etc.
- Cradles or trailers provided by customers must be properly labeled and ready for BOAT placement, including completion of any necessary repairs.
- Removal of any lines or fenders upon the haulout of the BOAT
- Providing a duplicate set of keys or combination to winter storage site manager or staff
- Checking BOAT within 24 hours after haulout for, and reporting any claimed, damage.

During storage, Owner:

- Must sign in and out when visiting storage locations.
- Must provide their own hoses, extension cords, ladders, lights and tools when working on the BOAT.
- Make prior arrangements before doing any work that requires tarping or any other protective measures such as painting, exterior sanding, etc.
- Cannot use any boat service except the authorized service provider, Skipper Bud's, unless they receive prior written approval by the winter storage site manager.

For Launch, OWNER is responsible for:

- Having their boat ready and seaworthy 24 hours before launch date.
- Having lines and fenders ready 24 hours before launch.
- Providing lines or fenders by the scheduled launch date.
- Checking their boat within 24 hours after launch for, and reporting any claimed, damage.

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BOAT STORAGE CONTRACT • 2015

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Storage Agreement Terms and Conditions

- 1. Ownership: The person or persons designated as "Owners" as it appears on this contract, who have executed the Agreement, acknowledge that they are the legal owner or one or more of the co-owners of the BOAT with authority to act on behalf of all owners and are authorized to enter into this agreement. Owner shall not be permitted to assign or transfer this Agreement. Owner shall immediately notify WMM/CPD in writing of any changes in ownership of the BOAT subject to this agreement. Notwithstanding any changes in ownership of the BOAT, Owner shall remain responsible for any and all payments and obligations under this agreement, unless the new owner enters into a new agreement with WMM/CPD for the storage of the BOAT and WMM/CPD accepts such agreement.
- 2. No Bailment: OWNER acknowledges that WMM/CPD does not have exclusive possession and control of the BOAT, which is shared during the storage period with Owner, who has access to it as described in this agreement. Owner further acknowledges his/her responsibility for the safety and security of the BOAT for storage. Accordingly, Owner acknowledges this Boat Storage Contract does not constitute a bailment

3. Owner's Access and Limitations:

- a. During the time of this Boat Storage Contract Owner has access to the BOAT to work on it. WMM/CPD may limit access to BOAT storage sites at its discretion. WMM/CPD may also limit activities that may be performed at storage sites.
- b. All personal and accessory articles, including power cords, valuables and/or equipment, including electronic equipment, MUST BE TAKEN OFF THE BOAT BEFORE THE STORAGE PROCEDURE IS STARTED. WMM/CPD is not responsible for any property left on the BOAT.
- c. No tarps, covers or lines may be secured to BOAT, trailers, cradles or stands while in winter storage unless approved in advance by WMM/CPD. Resulting damage to BOAT and/or WMM/CPD property is the responsibility of Owner. WMM/CPD reserves the right to remove any cover that WMM/CPD determines to be unacceptable.
- d. Owner is responsible for any winterization work to be performed on the BOAT. WMM/CPD is not responsible for the failure to properly winterize the BOAT or any resulting damage or loss. Owner agrees to have only an approved WMM/CPD outside vendor perform any and all service work. Owner agrees to accept full responsibility for the actions of such persons or organizations, and Owner agrees to indemnify and hold harmless forever WMM/CPD for any and all claims that may arise from work performed and/or the actions of those contractors. No unauthorized contractors will be allowed to perform work on BOAT.
- e. In addition, if Owner desires work on the BOAT not provided by the WMM/CPD preferred vendor ("Skipper Bud's") Owner's outside contractor performing work may access the BOAT, provided the outside contractor first provides a Certificate of Insurance satisfactory to WMM/CPD, naming WMM/CPD as an additional insured. Owner acknowledges that the outside contractor's insurance does not absolve Owner of responsibility for injuries or damages arising from the outside contractor's actions.

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BOAT STORAGE CONTRACT • 2015

4. Insurance and Releases:

- a. Owner agrees to have BOAT covered by full insurance (being hull coverage in the full amount of the value of Boat and insuring against all risks, as well as indemnity and liability coverage) naming the WMM/CPD as an additional insured and requiring the Insurance Carrier to give WMM/CPD thirty (30) days advanced notice of the cancellation of the policy. This Agreement will not be effective proof of such insurance has been provided to WMM/CPD.
- b. It is expressly agreed by Owner that WMM/CPD is not in any way an insurer of the Owner's property or invitees or employees. WMM/CPD shall not be liable for personal injury, loss of life, property damage to the BOAT, including motors, accessories or content thereof, due to fire, theft, vandalism, collision, high/low water, wind, ice, freeze damage, wind storm, snow storm, rain, force majeure or other casualty loss, or by the negligence of WMM/CPD, its employees or agents. Owner agrees to release, discharge and hold harmless WMM/CPD from any and all responsibility or liability for injury, death, loss or damage to person or property in connection with the services under this agreement, excluding those caused by WMM/CPD's gross negligence. The parties agree to evaluate WMM/CPD's conduct in comparison to that which is commercially reasonable in the national marina industry. Customer expressly waives any subrogation right against WMM/CPD.
- **5. Hazardous Materials:** No hazardous materials may be stored within, under or around the BOAT at any time. The BOAT should be stored with fuel tanks at least 3/4 full but no more than 7/8 full to prevent overflow and to avoid excessive fuel vapor issues.
- 6. Removal and Launch Requirements:
 - a. All BOATs with a mooring assignment in a Chicago Park District Harbor must move the BOAT to their assigned mooring by May 15, 2016 or they will be subject to transient dockage fees and/or fines. Any BOAT which does not have a mooring assignment in a Chicago Park District Harbor must be removed by Owner from the harbor within seven days of the launch of the BOAT or Owner will be subject to transient dockage fees and/or fines.
 - b. WMM/CPD will attempt to schedule haul-out and launch according to Owner's requests, but actual haul-out and launch dates are at the discretion of WMM/CPD.
 - c. BOAT must be removed from WMM/CPD facilities by May 15, 2016. If the BOAT is not removed by May 15, 2016 it may be transported offsite by WMM/CPD and Owners will be responsible for all costs including but not limited to transportation costs, additional storage costs and applicable penalties. WMM/CPD reserves the right to launch BOATs prior to May 1, 2016.
 - d. In the event BOAT is not removed on or before **May 30, 2016**, WMM/CPD shall have the right to sell the stored BOAT at public or private sale, and apply the proceeds of sale against any sums due to WMM/CPD. Any excess proceeds of sale shall be refunded to Owner.
- **7. Possessory Lien:** Owner hereby grants to WMM/CPD a security interest and possessory lien upon the BOAT stored pursuant to this Agreement for any unpaid fees due and owing, including additional fees and penalties incurred under this agreement, for rental of the storage space or for

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BOAT STORAGE CONTRACT • 2015

repairs or other services provided for the BOAT. Owner further agrees that the lien may be foreclosed under the terms and conditions of set forth under Illinois Law (77 ILCS 45) in the event enforcement and foreclosure of this consensual lien becomes necessary. This Agreement may also be considered a security agreement within the meaning of the Illinois Uniform Commercial Code, Secured Transactions, with the BOAT being held as security by WMM/CPD for payment of all amounts due under this Agreement, and WMM/CPD may seek to enforce this agreement accordingly:

8. Attorneys' Fees: In the event either of the parties shall bring an action in connection with the performance, breach or interpretation of this Agreement, or in any action related to the subject matter hereof, the prevailing party in such action shall be entitled to recover from the non-prevailing party in such action all reasonable costs and expenses of such action, including, without limitation, attorneys' fees, costs of investigation, court costs, accounting and other costs reasonably incurred or related to such action.



DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND ALL TERMS, COVENANTS, AND CONDITIONS CONTAINED HEREIN. THIS AGREEMENT WAS EXECUTED

THIS,	DAY OF	, 2015

The parties hereto as of the date written above have duly executed this Winter Storage Contract.

Signature of Owner

Print Name

Signature of WMM/CPD Authorized Agent

Print Name

CHICAGO PARK DISTRICT Managed by Westrec Marina Management 541 N. Fairbanks Court • Suite 1020 • Chicago, IL 60611 • (312) 742-8520 • (312) 747-6598 fax www.chicagoharbors.info

WINTER STORAGE ACCESS REQUEST

Boat Name:	
Owner's Name:	
Signature:	Date:

Please allow the following persons access to my boat during the designated days/times for Winter Storage access. I understand, any person requesting access may be asked for a photo ID to verify their identity.

1	Name		Contact Phone #
		-	
2		_	
3			
		-	
4			

No unauthorized contractors will be allowed access to storage facilities or allowed to perform any work on boats on Chicago Park District property even if they appear on this form.

Vehicle parking and access will be limited to authorized areas only.



Dear Valued Chicago Park District Storage Customer:

We look forward to helping you get your boats properly winterized and maintained this off season. Below, you will find some information about the winterization and maintenance services we provide. We have included a service request form. It is IMPERATIVE that you take a moment to fill out this form and return it to Skipper Bud's, even if you are handling the winterization on your own boat. If you plan on scheduling a winterization service with us, please expect a follow up e-mail to confirm that your winterization is scheduled. We will send written e-mail confirmation for every work request we receive. If you do not receive a written work confirmation, please do not assume that we received your form.

FREEZING TEMPERATURES

We prioritize all of our winterization services by your scheduled haul out date. We encourage you to schedule your haul out with Westrec as early as possible to prevent freeze damage. We make every attempt to protect boats that are still floating, but we cannot 100% winterize a boat that is still floating. Skipper Bud's is not responsible for freeze damage on boats that are left in the water beyond freezing temperatures or in cases where we receive winterization requests after freezing temperatures. If your boat remains in the water past freezing temperatures and requires winterization services in the water or needs to be thawed out before proper winterization can occur, there will be additional charges incurred.

BATTERIES

Manufacturers recommend that batteries be stored fully charged and disconnected. Skipper Bud's cannot be responsible for battery condition.

FUEL AND WASTE TANK REQUIREMENTS

Skipper Bud's suggests fuel tanks be ³/₄ full while in storage. Head system holding tanks must be pumped out before haul out. Skipper Bud's does not have the ability to pump out holding tanks on land.

BOAT ACCESS AND KEY LOCATION

Skipper Bud's must have access to your boat's cabin and engine keys to perform proper winterization/prep for heated storage services. Please leave your keys on a labeled float in an accessible location in the cockpit.

HEATED STORAGE PREP & WINTERIZATION

IMPORTANT- WE MUST KNOW YOUR SCHEDULED HAUL OUT DATE!!! All winterization services are prioritized by haul out date. Please note that Skipper Bud's is not responsible for freeze damage to any boat left in the water after freezing temperatures occur.

For gas powered boats, heated prep consists of the following:

- ✓ Fog engine(s)/generator
- ✓ Stabilize fuel
- ✓ Change water/fuel separating filter(s) and Merc. Cool Fuel filter(s)
- ✓ Disconnect battery(ies)
- \checkmark Drain all water from engines, water system, and generator
- ✓ Change gear lube on stern drive boats (I/O's)
- ✓ Specially installed fuel filters are replaced upon request

<u>Heated Storage Prep</u> for diesel powered boats is similar to gas powered boats with the exception of top cylinder fogging. RACOR fuel filters changed <u>only</u> upon request. Winterization prices are listed on the following pages.

<u>Heated Storage Prep</u> charges equal one hour labor (\$140.00) for each engine, generator, and fresh water system, plus materials and shop supplies.

<u>Spring commissioning is included</u> at not additional charge with Heated Storage Prep <u>OR</u> if you're storing outside and elect the <u>PLATINUM level of winterization and service</u>. We will not fill fresh water systems for boats launching before April 15th unless specifically requested in writing to do so.

Outside Storage Winterization Rates

<u>Silver Package</u> - Includes draining all water, flush all systems with anti-freeze and fog engine(s). <u>This service</u> <u>does not include spring commissioning</u>. Spring commissioning can be scheduled prior to launch for an additional charge of ½ hour labor (\$70.00) per engine, generator and fresh water system. Prices include parts and labor.

Engine (ea) \$225	Head (ea) \$60	Generator \$150
Water System \$185	A/C (ea) \$60	

<u>Gold Package</u> - Includes Silver Package plus stabilize fuel, change drive gear lube (stern drive and outboard only), replace generator impeller and change fuel/water separating filter(s). <u>This service does not include spring</u> <u>commissioning.</u> Spring commissioning can be scheduled prior to launch for an additional charge of ½ hour labor (\$70.00) per engine, generator and fresh water system. Prices include parts and labor. <u>Gold Package not available a la carte.</u>

Engine (ea) \$365	Head (ea) \$45	Generator \$320
Water System \$160	A/C (ea) \$45	

Engine (ea) \$860	Head (ea) \$45	Generator \$320
Water System \$250	A/C (ea) \$45	

Service Pricing

Check Engine Alignment	Clean Flame Arrestors	Drive Service Package (I/O)*
Gas-Inboard Per Engine \$280	Per Engine \$70	Per Drive \$284

Service includes pulling drive and inspection external drive components and bellows.

* Drive Service Package price includes replacement of drive gasket, gear lube oil, & grease. If additional parts are found defective, requiring replacement, the price will increase accordingly.

Replace Impellers (Labor only, impeller prices vary per size)	H
Gas Engines & Small Sailboat Diesels \$210 per engine	Re
Diesel Engines \$345 per engine	

Holding Tank Vent Filter (Labor only, filter prices vary per size) Replaced / Installed...... \$70 ea.

Oil/Filter & Transmission Fluid Changes*

(Oil/filter and transmission fluid change prices are subject to change)

Gas Engines & Diesels up to 5 Cylinder	Ge
(Includes Parts & Labor per engine)	
7.4L\$206	Tr
8.1L\$225	Tr
Merc catalyzed engines (w/synthetic oil)\$270	
8.2L and Up Call for quote	* <u>A</u>
	ga

Diesel Engines

6 Cylinder or larger (Labor Only)..... \$420 per engine (Oil qty. & filter prices vary between mfgrs.)

Generators	\$206
<u> rans. Fluid - Gas**</u>	. \$206
<u> rans. Fluid - Diesel</u> **.	. \$364
Additional EPA charge for oil disposal of \$5.00 <u>ا</u>	ber

gas engine, gas generator and \$15.00 per large (6 Cylinder & above) diesel engine

** Hurth/ZF transmissions – add \$100

2015 CHICAGO HARBOR SERVICE FORM

(1) PLEASE FILL ALL BLANKS LEGIBLY - Thank you!

Name	E-Mail:		
Street	Boat Year:		
Street	Boat Name:		
City, State, Zip	Boat Make:		
Home Phone:	Boat Model:		
	Engine		
Work Phone:	Make/Model:		
Cell Phone:	Key location:		
Confirmed Haul Out Date	Storage location:		
(2) WINTERIZATION & HEATED PREP (PRICES I	NCLUDED IN ATTACHED STORAGE PACKET):		
□ DO NOT Winterize, I will be responsible	Prep for Heated Storage (31 st Street Harbor Only)		
□ Winterize all systems Platinum Package			
□ Winterize all systems Gold Package	Wintering ONLY items marked helew (Silver Level)		
□ Winterize all systems Silver Package	□ Winterize ONLY items marked below (Silver Lev		

\Box Air Conditioner(s)	\Box Engine(s)	resh Wate	er Syste	m	\Box Head(s)	□ Generator(s)

(3) ADDITIONAL SERVICES

(Diagnosis time for all estimates is \$140.00 per hour)

□ Change Engine Oil & Filter	□ Clean A/C Filters - (\$35 each)	□ Check Engine Alignment (Inboards)
□ Change Generator Oil & Filter	□ Clean Flame Arrestor(s)	□ Drive Service (Stern Drives)
□ Change Pod Drive Fluids/Filters	□ Replace Holding Tank Filter(s)	□ Tune-Up Engine(s)
□ Replace Water Pump Impeller(s)	□ Replace ALL Fuel Filter(s)	\Box Tune-Up Generator(s)
□ Change Transmission Fluid	□ Clean All Sea Strainers	\Box Replace Zinc Anode(s)
□ Service Halon System	□ Change Engine Coolant	

(4) SPECIAL NOTES: _

(5) IGive Sk any outstanding balance for serv	kipper Bud's Permission to run my □Visa □Mas vices provided.	sterCard □Discover Card for	
Card Number	Expiration Date	Sec. Code	
(6) SIGNATURE:	Г	DATE:	
Return by	re authorizes completion of all services sele y mail, fax, or e-mail to our service depar	rtment.	
	s • 215 North Point Dr. • Winthrop Harb	,	
	hone (847) 872-3200 · Fax (847) 872-3315		
E	-mail: chicagoservice@skipperbuds.com		