

CHICAGO PARK DISTRICT

Managed by Westrec SMI OpCo, LLC

PO Box 16840 • Chicago, IL 60616 • (312) 741-3601 • (312) 877-5771 fax

westrec@chicagoharbors.com • www.chicagoharbors.info

WINTER STORAGE CHECKLIST

Required

- Return Signed Contract* (All 6 Pages) and a copy of the boat's Insurance Policy (see section 4.a. for requirements). Failure to return contract and insurance by **September 19th, 2022** will result in cancellation of winter storage. Refund will be issued. Space will be issued to next person on the waiting list.

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

Haulout

- Pay balance due (*required before scheduling haulout date*)
- Prepare boat for haulout (**including pumping out waste system**)
Additional fee will be assessed if the waste tank is not pumped out.
- Call storage location to confirm haulout date and slip assignment prior to delivering boat for haulout (*at least 7 days in advance*)
- Boat must be at storage location at least 48 hrs prior to scheduled haul out date
If boat is not ready and available by scheduled haul out date it may result in cancellation of storage.
- Submit additional access request form to Chicago Harbors office (**optional**)
If access form is not submitted only the owner listed on winter storage contract will be allowed access to storage facility.
- 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 WSMI/CPD is not responsible for any property left on any boat.

Launching

- WSMI/CPD will contact you in March to schedule launch date
- PLAN accordingly to avoid reblocking fees in the Spring. Last week out may be first week in for launch. Boats stored indoor must be ready for launch by March 23, 2023. Boats stored outside must be ready for launch by March 31st, 2023. Spring launch will start April 3rd, 2023 (weather permitting).
- Pick up your boat (*by May 8th for permittees, within 7 days of launch for all others*)

* Contract will not be processed without signature

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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.

	Name	Contact Phone #
1	_____	_____
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.

To update your access list please email: storage@chicagoharbors.com

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

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BOAT STORAGE CONTRACT • 2022

This agreement for the winter storage of a BOAT between *Westrec SMI OpCo, LLC*, as manager for the Chicago Park District ("WSMI/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 Business Cell

E-mail: _____

Boat Information:

Boat Name: _____ Hull ID: _____

Overall Length: _____ Beam: _____ Type: Power Sail

Term: September 15, 2022 to April 30, 2023

Schedule of Charges:

Description	Rates with Completed Contract & Paid in Full*	
	By September 15, 2022	After September 15, 2022
31st Street Indoor Storage	\$11.50 per square foot	\$12.50 per square foot
31st Street Outdoor Storage	\$7.00 per square foot	\$8.00 per square foot
Montrose Outdoor Storage	\$5.50 per square foot	\$6.50 per square foot
Shrinkwrap	\$2.00 per square foot	\$3.00 per square foot
Personal Watercraft with Trailer***	\$400.00 to \$700.00	\$500.00 to \$800.00
Re-Blocking Fee	\$5.00 per linear foot	
Environmental Fee	\$150.00	
Transient Dockage Fee**	\$2.25 to \$2.75 per foot per day	

* Rates do not include Annual Contract Discounts. Annual Contracts must be paid in full by August 15, 2022 and make all scheduled payments or discounts will be void.

** See Chicago Park District 2022 Harbor Fees

*** Rates vary by location and trailer configuration

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Please be advised that we will try to accommodate your request, however due to boat size, space limitations and other operational reasons, we may not be able to accommodate the request.

31st Street Indoor/Outdoor Haul Out Schedule ²

WSMI/CPD will contact you with a haul out date. Below are the anticipated haul out dates based on your boat size.

31st Street Indoor

31st Street Outdoor

Boat Size

Haul-Out¹

Under 29ft

→ Oct. 3 to Oct. 7

30ft to 36ft

→ Oct. 10 to Oct. 14

37ft to 40ft and up

→ Oct. 17 to Oct. 21

37ft to 40ft and up

→ Oct. 24 to Oct. 28

Montrose

Requested Haul Out² (check one box only)

Haul Out¹

Oct. 3 to Oct. 7

Oct. 10 to Oct. 14

Oct. 17 to Oct. 21

Oct. 24 to Oct. 28

Oct. 31 to Nov. 4

Storage options: Jack stands (no charge)

Cradle³

Trailer³

_____ plate number

¹ Anticipated dates are estimates, depending on weather and volume.

² Haul Out schedule is determined by WSMI/CPD. Once the owner has been advised of their scheduled date, it is the obligation of the owner to have the boat ready and available. Failure to have boat ready and available by scheduled haul out date will result in cancellation of storage.

³ Owner supplied

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Services Provided:

WSMI/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 water on site, a source of electricity on site and access to your boat:
 - Indoor: Oct. 1st to April 30th. (excluding holidays)
 - Outdoor: Oct. 1st to Nov 15th and March 15th to April 30th (excluding holidays and weather permitting).
 - Note: WSMI/CPD will determine when outside facility is accessible.
- Will post access days and hours on its website, www.chicagoharbors.info, by October 1st.
- 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 48 hours before haulout. Failure to have BOAT ready and available by scheduled haul out date will result in cancellation of storage.
- 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. **WSMI/CPD is not responsible for any damage from owner's failure to winterize their boats.**
- All sails must be removed from boat by owner prior to entering storage unless boat is to be shrink wrapped and sail will be covered and secured by shrink wrap. If sail will not be completely covered and secured by shrink wrap, sail must be removed.
- Powerboats should move trim tabs to fully raised position.
- 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, fenders and shore power cords upon the haulout of the BOAT
- Providing access to a set of keys or combination for full boat access to winter storage site manager or staff
- Checking BOAT within 72 hours after haulout for, and reporting any claimed, damage. **WSMI/CPD is not responsible for failure to report damage claims promptly.**
- Notifying WSMI/CPD when boat is ready for shrink wrap (if applicable)

During storage, Owner:

- Must make an appointment 24 hours prior to arrival at location.
- 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 authorized service providers.
- Owner must notify WSMI/CPD to authorize service provider access to boat 48 hours in advance. A list of authorized providers can be found at <https://www.chicagoharbors.info/winter-storage/>

For Launch, OWNER is responsible for:

- Having BOAT ready for launch by March 23, 2023 for Indoor Storage and March 31, 2023 for Outdoor Storage.
- Providing lines, fenders and shore power cords 72 hours before scheduled launch date.
- Checking BOAT within 72 hours after launch for, and reporting any claimed, damage. **WSMI/CPD is not responsible for failure to report damage claims promptly.**

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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 WSMI/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 WSMI/CPD for the storage of the BOAT and WSMI/CPD accepts such agreement.
- 2. No Bailment:** OWNER acknowledges that WSMI/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 per the scheduled access dates, days and hours. WSMI/CPD may limit access to BOAT storage sites at its discretion. WSMI/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.** WSMI/CPD is not responsible for any property left on the BOAT.
 - c. All sails must be removed from boat by owner prior to entering storage unless boat is to be shrink wrapped and sail will be covered and secured by shrink wrap. If sail will not be completely covered and secured by shrink wrap, sail must be removed. The raising of sails or removal of standing rigging is prohibited while the BOAT is in storage.
 - d. No tarps, covers, lines, ladders, or other personal belongings may be secured to BOAT, trailers, cradles or stands while in winter storage unless approved in advance by WSMI/CPD. Approved objects must be removed prior to scheduled Spring launch date. Resulting damage to BOAT, personal belongings, and/or WSMI/CPD property is the responsibility of Owner. WSMI/CPD reserves the right to remove any cover or object that WSMI/CPD determines to be unacceptable.
 - e. Owner is prohibited from moving or altering any boat stand, chain, strap or other items placed by WSMI/CPD to support and secure the boat. Owner is prohibited from altering shrink wrap.
 - f. Owner is responsible for any winterization work to be performed on the BOAT. WSMI/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 WSMI/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 WSMI/CPD for any and all claims that may arise from work performed and/or the actions of those contractors. No unauthorized contractors

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will be allowed to perform work on BOAT.

- g. Owner's outside contractor performing work may access the BOAT, provided the outside contractor first provides a Certificate of Insurance satisfactory to WSMI/CPD, naming WSMI/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. Owner and owner's contractor must schedule access to facility with WSMI/CPD at least 24 hours prior to requested access.

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 WSMI/CPD as an additional insured and requiring the Insurance Carrier to give WSMI/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 WSMI/CPD.**
- b. It is expressly agreed by Owner that WSMI/CPD is not in any way an insurer of the Owner's property or invitees or employees. WSMI/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 WSMI/CPD, its employees or agents. Owner agrees to release, discharge and hold harmless WSMI/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 WSMI/CPD's gross negligence. The parties agree to evaluate WSMI/CPD's conduct in comparison to that which is commercially reasonable in the national marina industry. Customer expressly waives any subrogation right against WSMI/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 8, 2023 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. WSMI/CPD will attempt to schedule haul-out and launch according to Owner's requests, however due to boat size, space limitations and other operational reasons, we may not be able to accommodate the request. Actual haul-out and launch dates are at the discretion of WSMI/CPD. Launch dates will be scheduled based on location in storage facility. Rescheduling launch date because the boat is not ready by scheduled date will result in reblocking fees.
- c. **BOAT must be removed from WSMI/CPD facilities by May 1, 2023. If the BOAT is not removed by May 15, 2023 it may be transported offsite by WSMI/CPD and Owners will be responsible for**

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all costs including but not limited to transportation costs, additional storage costs and applicable penalties. WSMI/CPD reserves the right to launch BOATs prior to May 1, 2023.

d. In the event BOAT is not removed on or before **May 15, 2023**, WSMI/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 WSMI/CPD. Any excess proceeds of sale shall be paid to Chicago Park District.

7. Possessory Lien: Owner hereby grants to WSMI/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 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 WSMI/CPD for payment of all amounts due under this Agreement, and WSMI/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.

NOTICE TO OWNER

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 _____, 2022

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

Signature of Owner

Print Name

Signature of WSMI/CPD Authorized Agent

Print Name