WINTER BOAT STORAGE AGREEMENT

This agreement is made as of this _____ day of _____, 2011 by and between the Milwaukee Yacht Club, a Wisconsin corporation ("MYC"), and
_____ (the "Member").

WHEREAS, the Member is the owner of a yacht identified on this document (the "Yacht"); and

WHEREAS, the Member is interested in obtaining from MYC and MYC is interested in providing to the Member, dry-dock storage privileges for the Yacht during the 2011/2012 winter season (the "Season") upon the entire terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the recitals and the covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Use of Yard.</u> MYC agrees to permit the Member to store the Yacht in the MYC boatyard (the "Yard") from October 17, 2011 through May 28, 2012 so long as the Yacht is used as a yacht and not for hire or for any other commercial purpose, and only while the Member is eligible and in good standing under MYC's bylaws. MYC shall have complete discretion to designate the location in the Yard to be provided to the Member for the storage of the Yacht (the "Space"). For such storage privileges, the Member agrees to pay to MYC the fee set forth on this document. Fees will be determined by multiplying the applicable rate times the square feet of the vessel, all length and widths will be rounded up to the next foot. **The Fee is due and payable in full thirty (30) days following invoicing.**

2. <u>Winter Storage Fees.</u> The fee shall be $1.69 per square foot for contracts signed and received by MYC on or before September 30, 2011. The fee shall be $1.99 per square foot for contracts signed received on or after October 1st. Summer storage rates will begin being charged on May 29, 2012 for any yacht that has not been removed from storage.

2. <u>Condition and Maintenance of Yard and Space</u>. The Member accepts the Yard and the Space in its present condition. MYC is responsible for ordinary maintenance only. The Member shall store the Yacht and trailer only in the Space and shall not affix any permanent structures to the Yard. MYC is authorized to remove anything left in the Yard by the Member contrary to this Agreement and to charge the cost of any such removal to the Member.

3. <u>Extent of Privileges.</u> The privileges granted to the Member hereunder extend only to the Yacht identified in this Agreement. If storing a Yacht other than the Yacht listed, the Member hereby agrees to notify MYC and pay all applicable fees. When the Yacht or its trailer is not stored in the Space, MYC has the right to use or allow the use of the Space in any way. Furthermore, the Member agrees that in the event the yacht or its trailer is located in the Yard in such a manner as to interfere with activities being conducted in the yard, the MYC dock master or his or her designee shall be empowered to move the Yacht and its trailer to another location in the Yard. The Member agrees not to use the Space or his or her Yacht while stored so as to create a nuisance or annoyance. In case a complaint is made to MYC concerning the Member's use of the Yacht or the Space in breach of this Agreement, the Member agrees to abide by the decision of the MYC Board of Directors with respect to any discipline made necessary as a result of such complaint.

4. <u>Use of Cranes</u>. In addition to abiding by any other rules and regulations governing the use and safety of the MYC cranes, the Member agrees that he or she will, and will cause his or her agents or guests to, abide by all applicable rules and regulations relative to the age of persons operating the cranes. The MYC

dock master has full authority to enforce any and all safety rules relative to the Yard, including without limitation crane usage.

5. Fuel. Fuel and other flammables shall be kept only in the Yacht's regular tanks or in other approved containers.

6. Governing Rules. The Member hereby agrees to abide by all of the terms and conditions of this Agreement, as well as all of the rules and regulations published from time to time by MYC, including without limitation the "MYC Yard and Dock Fee Schedule and Policies" available on the Club's website. In addition, the Member shall not violate any applicable law, ordinance or governmental regulation while using the Space or other facilities of MYC, including without limitation any applicable state or federal environmental law. In the event of any conflict between such rules, regulations, laws or ordinances and the provisions of this Agreement, the provisions of such rules, regulations, laws and ordinances shall control. All charges accruing or owing to the MYC, including for storage, labor and services shall constitute a lien on the yacht stored (see Ch. 780, Wis. Stats). No Yacht will be released until charges accrued against said yacht have been paid in full

7. Insurance. The Member shall maintain in force during the term of this Agreement, Yacht liability and property damage insurance with limits of liability of $300,000 at a minimum from an insurer licensed to do business in the State of Wisconsin. **Current copies of the certificate of insurance applying to the Yacht must accompany this signed Agreement. Failure to furnish aforementioned certificate will result cancellation of the Yacht storage reservation and this Agreement.**

8. Indemnification. The Member agrees to indemnify, defend and hold harmless MYC, its agents, officers, employees and members from and against any and all damages, losses and expenses, including attorney's fees, incurred by reason of any wrongful, intentional or negligent act or omission of Member, his or her agents or guests which may arise out of or are connected with the activities covered by this Agreement. The Member further agrees that MYC shall not be liable for any loss or damage, by theft or otherwise, to the Yacht or any other property of the Member incurred while using any MYC facilities or the harbor surrounding the MYC facilities, unless such loss or damage is caused by the gross negligence or intentional misconduct of MYC or its agents or employees. The Member hereby releases MYC of and from any claim by him or her, or on his or her behalf, for any of the aforesaid losses, damages or thefts. The Member accepts sole responsibility for the acts and safety of his or her agents or guests.

9. Ownership. The Member represents and warrants to MYC that he or she is the owner of the Yacht, and that the Yacht has been duly registered with all the applicable governmental agencies. **A current copy of the Yacht's state registration card must accompany this Agreement. Failure to furnish a forementioned registration will result cancellation of the Yacht storage reservation and this Agreement.**

10. Termination. If the Yard is destroyed or rendered substantially useless, by weather or otherwise, or is taken by condemnation or other legal action, this Agreement shall terminate immediately and the Member will be entitled to a pro rata refund of the Fee. This Agreement may also be terminated, at the option of MYC, if the Member violates any term or condition of this Agreement. Furthermore, this Agreement may be terminated by the Member at any time; provided, however, that upon such termination, the Member will not be entitled to a refund of the Fee and the member will remove said yact from the yard if it has already been placed in the yard.

11. Entire Agreement. This Agreement, together with the documents and instruments referenced herein, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

12. Severability. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not in any way be impaired.

13. Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth above. Furthermore, the undersigned Member hereby certifies that he or she has read and agrees with all of the terms and conditions of this Agreement.

MILWAUKEE YACHT CLUB

By:_____

Name: _____

Title: _____

Fee: _____

MEMBER

By: _____

Name: _____

Address: _____

City/State/Zip: _____

Phone No: _____

Email: _____

Boat Name: _____

Length (in Feet): _____

Width (in Feet): _____

Spar Up: _____

Spar Down on Deck: _____

Spar Down Off Yard Storage: _____