



**CARLYLE SAILING ASSOCIATION
WINTER STORAGE LICENSE**



Owner Information	
Name:	
Address:	
Home Phone:	Cell Phone:
Work Phone:	E-Mail:
Vessel Information	
Make/Model:	
Length Overall (in feet):	Beam (in feet):
IL Registration No.:	
Insurance Carrier:	
License Terms	
Fee:	\$175.00 (Non-Refundable)
Term:	_____ Nov. 4, 2018 through April 13, 2019 _____
Assigned Parking Space:	_____ (subject to Section 4)
<p>In consideration of the payment of the Fee, Carlyle Sailing Association, an Illinois not-for-profit corporation (the "CSA") hereby grants to Owner a non-exclusive license to store the Vessel at the facility located at 20960 Hazlet Park Road, Carlyle, Illinois 62231 (the "Premises") during the Term, subject to the Terms and Conditions of this License.</p>	
OWNER:	CARLYLE SAILING ASSOCIATION
Signature: _____	By: _____ <i>Authorized Party</i>
Date: _____	Date: _____

Terms and Conditions

1. FEE. The Fee shall be due and payable on or prior to the commencement of the Term. It is agreed that Fee is non-refundable even if the Vessel leaves the CSA prior to the end of the Term. Notwithstanding the foregoing, if, for any reason, the CSA is unable to substantially provide the storage described herein, the Owner's sole remedy will be a refund of a pro rata share of the Fee.

2. PURPOSE. During the Term, the Premises shall be used for the sole purpose of storing the Vessel (with or without the mast stepped) and for no other purpose without the prior consent of the CSA. Notwithstanding the foregoing, the Owner may visit the Premises during the Term with the understanding that none of the facilities on the Premises (e.g., the docks, restrooms and observation building) will be accessible.

3. OWNER RESPONSIBILITIES. During the Term, the Owner shall (a) maintain the Vessel and the area immediately surrounding the Vessel in a safe and sanitary condition; (b) ensure that the Vessel (and any related equipment) is clearly marked with the Owner's name; (c) firmly secure the

Vessel to the trailer/cradle; (d) firmly secure the trailer/cradle to the ground; (e) not cause or permit any nuisance or other condition that may interfere with the use of the Premises by other owners; and (e) ensure that the Vessel (and any related equipment) does not block the driveways. The Owner is responsible for any damages to the Premises or the property of the CSA or other owners caused by the Owner or the Owner's agents and guests.

4. RELOCATION. The Vessel shall not be stored in any parking space other than the Assigned Parking Space without the prior consent of the CSA. Notwithstanding the foregoing, IN THE EVENT OF FLOODING OR ANY OTHER EMERGENCY, THE OWNER SHALL BE RESPONSIBLE FOR MOVING THE VESSEL TO A DIFFERENT PARKING SPACE ON THE PREMISES. In the event the CSA determines that it is necessary or desirable to relocate the Vessel on the Premises, the CSA shall provide notice to the Owner. If the Owner fails or refuses to move the Vessel within seven days of such notification, the CSA shall have

the right, but not the obligation, to move the Vessel, at the Owner's risk.

5. **INSURANCE.** The Owner shall procure and maintain during the term hull insurance and liability insurance with respect to the Vessel. Owner shall provide the CSA with proof of insurance contemporaneously with the payment of the Fee. THE OWNER ACKNOWLEDGES THAT THE CSA DOES NOT PROVIDE INSURANCE FOR THE VESSEL.

6. **RELEASE.** The CSA assumes no responsibility for the Vessel. THE CSA AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON, THE VESSEL, OR OTHER PERSONAL PROPERTY ARISING FROM ANY CAUSE WHATSOEVER DURING THE TERM, INCLUDING, WITHOUT LIMITATION, DAMAGES CAUSED BY OR ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (excluding gross or willful negligence); the condition of the Premises; the actions or inactions of other vessel owners; extreme weather, flooding or waves; fire or explosion; insects, birds or animals; or acts of God, and the Owner (on behalf of the Owner and those claiming by or through owner) expressly waives and releases the Released Parties from any such claims. Further it is agreed that the services included in this contract do NOT include any type of onsite security, surveillance or guard services, and the CSA shall NOT be liable to the Owner for any intrusion, theft, vandalism, arson or other criminal acts of any kind. While the CSA shall attempt to notify the Owner in the event that flooding imperils the Vessel, It is expressly understood that the CSA has no obligation to notify the Owner in the event of flooding or other changed conditions on the Premises, and that Owner shall monitor the pool elevation of Carlyle Lake during the Term.

7. **INDEMNIFICATION.** In consideration of the license granted herein, Owner shall, at all times, defend, indemnify and hold harmless the Released Parties harmless from and against any and all claims, demands, liabilities, causes of action, judgments, damages, costs, and expenses (including attorney's fees) incurred in connection with or arising out of the use of the Premises by the Owner or the Owner's agents and guests, or any breach of this License by Owner or the Owner's agents or guests. The Owner shall not make the CSA a party to any litigation against others without the express written consent of the CSA.

8. **WORK AND ENVIRONMENTAL ISSUES.** In the event the Owner performs any work on the Vessel during the Term, the Owner shall clean up and remove all waste from the Premises. For the protection of the CSA, the owners of other vessels, and the environment, the Owner and its agents and

guests shall not use, store, release or dispose of any hazardous, toxic, contaminated or similar material or substance regulated by local, state or federal laws, rules, or regulations on the Premises. Moreover, (except for fuel in permanent tanks) Owner shall not store any flammable, noxious, explosive or other inherently dangerous material on the Vessel or in the Premises. Owner's obligation of indemnity set forth in Section 7 specifically includes any costs, expenses, fines, liabilities, damages and other penalties imposed against or suffered by the CSA arising out of any breach of this Section 8 by Owner or Owner's agents and guests.

9. **UTILITIES.** The CSA has no obligation to provide utilities (e.g., water or electricity) during the Term.

10. **END OF TERM.** The Owner agrees that on or before the expiration or earlier termination of the Term, the Owner shall remove the Vessel from the Premises, leaving the Premises and all facilities therein in good order and condition, reasonable wear and tear expected. If the Vessel is not removed on or before the expiration or earlier termination of the Term, the Owner and Vessel shall be liable for a holdover charge at the rate of \$20.00 per day, which amount shall be paid by the Owner before the Vessel is removed from the Premises. Notwithstanding the foregoing, if the Owner registers (and pays) for a Primary Membership prior to the end of the Term, the Owner shall not be required to remove the Vessel from the Premise at the end of the Term, but shall, upon request, relocate the Vessel on the Premises pursuant to Section 4.

11. **TERMINATION.** In the event the Owner fails to comply with any provision of this License, and such failure continues for ten (10) days after the Owner receives notice thereof, the CSA reserves the right to terminate this License, without waiving other remedies available at law or in equity, and without refunding the Fee, upon ten (10) days' written notice to the Owner. The Owner agrees to pay all costs and expenses (including reasonable attorney's fees) incurred by the CSA in enforcing the terms of this License.

12. **MISCELLANEOUS.** This License sets forth the entire agreement between the parties in regard to the subject matter hereof. The provisions of this License may only be waived, amended or modified in writing by all parties. This agreement shall be governed by Illinois law. All terms and provisions of this License shall be binding upon the parties and their respective heirs, successors, representatives, agents and assigns. The Owner understands that the CSA is not in the business of storing goods for hire and no bailment is created under this License. If any term of this License is held by a court of competent jurisdiction to be void or enforceable, the remainder of the License shall remain in full force and effect.