

Please complete and return with payment.

Season 19/20

SILVER BAY MARINA

c/o City of Silver Bay

7 Davis Drive

Silver Bay, MN 55614

WINTER STORAGE

Agreement Between the City of Silver Bay and Undersigned Boat Owner

Winter Storage is from October 15 to May 15

All Payments are for a Full Season with NO REFUND

IMPORTANT:

(Please Type or Print All Information)

Boat Owners Name _____ Boat Name _____

Color: Boat _____ Trim _____

Street _____ Registration No. _____

City _____ O.A. Length _____ Beam _____ Draft _____

State _____ Zip _____ Power _____ Sail _____

Home Phone _____ Business Phone _____ Email Address _____

Current Slip No. _____ Storage Location _____

Name and Ages of Children _____

Storage Start Date _____ Storage End Date _____

Fee _____ + tax= _____ Trailer License No. _____

Liability Insurance Co. _____ Policy No. _____

Insurance Agents Name _____

1. Please include certificate of liability insurance.

I understand that it is my obligation to carry liability insurance on my boat at all times during my winter storage rental space. State of Minnesota., Division of Risk Management has determined that the insurance requirement will be \$500,000 minimum liability coverage.

1. This agreement is for winter storage only, and such storage is to be used at the sole risk of the Boat Owner.
2. This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:
 - a. By destruction of the storage area by fire, storm, or other calamity.
 - b. In the event the Boat Owner shall make a bonafide sale of the boat listed in this agreement.
 - c. By breach of default as provided in paragraph 3 below.
3. Boat Owner agrees to comply with all posted rules and regulations given to you, as fully as though they were set forth herein, and should breach of this agreement or violation of posted rules and regulations occur, this summer storage agreement shall terminate immediately, and the Marina may remove the boat from her storage space if necessary at the Boat Owner's risk and expense and retake possession of the storage space.
4. Waiver of any conditions by the Marina shall not be deemed to be a continuing waiver.
5. Boat Owner is responsible for arranging all storage prep of his/her boat before utilizing storage space provided by the Marina. The Marina will not be obligated to provide lift, storage, jacks/stands, or trailers, or any storage equipment or tools, as these will be the sole responsibility of the Boat Owner. Marina storage provided will be the southern upper gravel parking lot with a gated locked entrance for trailerables and in the northern upper lot for haulout customers. Northern upper lot customers must remove boats from storage by June 1.
6. **RELEASE OF LIABILITY AND ASSUMPTION OF RISK.**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NORTHSORE MINING COMPANY, THE STATE OF MINNESOTA, DEPARTMENT OF NATURAL RESOURCES, AND THE CITY OF SILVER BAY, the owner, lessor and lessee of the premises known as Silver Bay Marina, their officers, officials, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or (loss or damage to person or property), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; except that which is the result of gross negligence and/or wanton misconduct. I understand and agree that this release of Liability covers all activities surrounding my use of the Silver Bay Marina and damage as the result of dust from the adjoining Northshore Mining Company facility.

I HAVE READ THE TERMS OF AGREEMENT AND THIS APPLICATION FOR SUMMER STORAGE AND THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AT PARAGRAPH 5, FULLY UNDERSTAND THAT I HAVE GIVEN SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date _____

Signature _____

(Boat Owner)