

**C.A.S.**



2564 Cedar Creek Rd.  
Ayr, ON N0B 1E0  
519-623-2372  
[www.casmarine.com](http://www.casmarine.com)  
[www.facebook.com/casmarine](https://www.facebook.com/casmarine)

## Storage Agreement

I, the vessel owner, understand and agree that C.A.S. Power Marine Ltd. (the Marina), and/or Christopher A. Sellner and/or any employees of C.A.S. Power Marine Ltd. are not responsible for any loss or damage, regardless of cause, to my property while stored on their property or other storage facilities.

**Insurance** I, the vessel owner, agree to insure my property against all normal losses, including (but not limited to) wind, water, fire and theft during the term hereof.

**Waiver of Liability** I, the vessel owner, acknowledge that the Marina does not assume any duty to care for the Boat, Engine, Trailer and Additional Equipment (Stored Unit(s)) or to prevent loss or damage thereto; and except for the gross negligence or fraud of the Marina, I, the vessel owner, hereby release the Marina from liability for any damage, expense or loss to the Stored Unit(s) (however caused) by the Marina, its employees, agents or representatives while under the control of the Marina or is on the Marina's premises.

**Claim for Lien** If I fail to pay in a timely manner, I understand the Marina may register a claim for lien against the Stored Unit(s) in respect of the material supplied and services rendered under the agreement for the full amount charged. I further acknowledge that the said lien shall continue in force at all times, whether the Stored Unit(s) is in my possession or the possession of the Marina, until the account is paid in full. I further understand and acknowledge that a registered claim for lien creates an interest in the Stored Unit(s) in favour of the Marina and in the event of non-payment of the account in full, the Marina may direct the sheriff to seize the Stored Unit(s) and the Marina may sell the Stored Unit(s) to satisfy any unpaid portion of the account. If collection by suit or any other method is required, I agree to pay: (1) interest at the rate of 15% per annum on the amount due until paid, (2) all collection costs incurred, and (3) any attorney's fees incurred in the collection process.

**Location for Storage** I, the vessel owner, understand that this agreement does not grant to me any right, title, claim or interest in or to any specific storage space or area. The Marina may determine, at its sole discretion, where the Stored Unit(s) are to be stored. The Marina, at its sole discretion and without notice, may relocate the Stored Unit(s) from time to time as deemed necessary.

**Inspection and/or Maintenance** The Marina shall have no obligation to inspect or provide maintenance or repair for the Stored Unit(s) except as authorized by myself, the vessel owner; and the Marina shall have no obligation to maintain or repair the shrink wrap or cover that has been used by the Marina or myself, the vessel owner, except as authorized by myself, the vessel owner; and the Marina shall have no obligation to notify myself, the vessel owner, of the necessity for any maintenance or repairs of the Stored Unit(s) during the duration of this agreement.

Notice to Boat Owners:	Please notify your insurer that you have signed this agreement, as it may invalidate your insurance without their consent.
Please sign and return	<input type="checkbox"/> Winter storage rate applies until May 31 <sup>st</sup> . Summer Storage may be charged thereafter <input type="checkbox"/> Full payment is due at time of storing boat <input type="checkbox"/> Minimum of two (2) week notice is required before delivery

Vessel Owner

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_