

# CHICAGO HARBORS

1521 S. Linn White Drive  
1<sup>st</sup> Floor South  
Chicago, IL 60605  
Phone: (312) 741-3601  
Fax: (312) 877-5771  
westrec@chicagoharbors.com  
www.chicagoharbors.com

## Chicago Harbors

Montrose  
Belmont  
Diversey  
DuSable  
Monroe  
Burnham  
31<sup>st</sup> Street  
59<sup>th</sup> Street  
Jackson Park Outer  
Jackson Park Inner

## Chicago Park District Ice Skating Rinks

## Millennium Park

The McCormick  
Tribune Ice Rink



## Chicago Park District



Westrec Marinas

September 5, 2019

Winter Storage Customers,

Please see your attached winter storage contract. Completed contracts must be returned by October 1st. Any contracts submitted after October 1st will be scheduled for the next available haul out date. However, the winter haul out season will not be extended due to late contracts. Therefore, please return completed contracts as soon as possible to get your preferred haul out date and to avoid cancellation of your winter storage.

Completed contracts can be returned by:

**Email:** storage@chicagoharbors.com

### Mail or in Person

Chicago Harbors Office  
1521 S. Linn White Drive  
1st Floor South  
Chicago, IL 60605  
Office Hours: Mon-Fri 8am-3:30pm

### In Person:

31st Street Harbor Office  
3155 South Lake Shore Drive  
Chicago, IL 60616  
Office Hours: Mon-Fri 9am to 5pm  
Sat-Sun 9am to 6pm

Also, please note that for the 2019-2020 Winter Storage Season, we no longer have an exclusive provider of service for Montrose and 31<sup>st</sup> Street Winter Storage. Customers may now select from any vendor who is approved for winter storage service by the Chicago Harbors.

Currently the following vendors are approved to provide service at our winter storage facilities:

B & E Marine  
Bay Marine  
Chicago Marine Group, LLC  
Chicago Marine Rigging, Inc.  
Chicago Yacht Works  
Dock Life Marine, Inc.

Doyle Sails Midwest  
Full Throttle Marine, Inc.  
Larson Marine  
Munson Ski & Marine  
Skipper Buds

If you have a vendor that you would like to use that is not on the list, please have them contact the Chicago Harbors office to apply for approval.

Sincerely,

The Chicago Harbors Staff

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## WINTER STORAGE CHECKLIST

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

- Return Signed Contract (All 6 Pages) **by October 1, 2019\***
- Return a copy of the boat's Insurance Policy to Chicago Harbors Office\* *(see address at top of page)*
- Pay balance due *(required before scheduling haulout date)*
- Prepare boat for haulout **(including pumping out waste system)**
- Call storage location to confirm haulout date and slip assignment prior to delivering boat for haulout *(at least 7 days in advance)*
- Submit additional access request form to Chicago Harbors office **(optional)**
- 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 WMM/CPD is not responsible for any property left on any boat.***

### Launching

- Schedule a launch date
- Complete all necessary preparations at least 24 hours prior to launch date
- Pick up your boat *(by May 15th for permittees, within 7 days of launch for all others)*

\* Contract will not be processed without signature and copy of valid insurance policy

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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.

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

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## BOAT STORAGE CONTRACT • 2019

*Must be completed and returned by October 1, 2019*

This agreement for the winter storage of a BOAT between Westrec Marina Management, as manager for the Chicago Park District ("WMM/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, 2019 to April 30, 2020**

#### Schedule of Charges:

| Description                         | Rates with Completed Contract & Paid in Full* |                                |
|-------------------------------------|---|--------------------------------|
|                                     | By September 15, 2019                         | After September 15, 2019       |
| 31st Street Indoor Storage          | \$11.50 per square foot                       | <b>\$12.50 per square foot</b> |
| 31st Street Outdoor Storage         | \$7.00 per square foot                        | <b>\$8.00 per square foot</b>  |
| Montrose Outdoor Storage            | \$5.50 per square foot                        | <b>\$6.50 per square foot</b>  |
| Shrinkwrap                          | \$2.00 per square foot                        | \$2.00 per square foot         |
| Personal Watercraft with Trailer*** | \$400.00 to \$700.00                          | <b>\$400.00 to \$700.00</b>    |
| 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, 2019.

\*\* See Chicago Park District 2019 Harbor Fees

\*\*\* Rates vary by location and trailer configuration

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### Requested Haulout/Launch<sup>1</sup> (check one box only)

#### 31st Street Indoor

| Haul-Out                                    | Launch <sup>2</sup>    |
|---|------------------------|
| <input type="checkbox"/> Oct. 1 to Oct. 4   | → April 27 to April 30 |
| <input type="checkbox"/> Oct. 7 to Oct. 11  | → April 20 to April 24 |
| <input type="checkbox"/> Oct. 14 to Oct. 18 | → April 13 to April 17 |
| <input type="checkbox"/> Oct. 21 to Oct. 25 | → April 6 to April 10  |
| <input type="checkbox"/> Oct. 28 to Oct. 31 | → April 1 to April 3   |

#### 31st Street Outdoor

| Haul-Out                                    | Launch <sup>2</sup>    |
|---|------------------------|
| <input type="checkbox"/> Oct. 7 to Oct. 11  | → April 20 to April 24 |
| <input type="checkbox"/> Oct. 14 to Oct. 18 | → April 13 to April 17 |
| <input type="checkbox"/> Oct. 21 to Oct. 25 | → April 6 to April 10  |
| <input type="checkbox"/> Oct. 28 to Oct. 31 | → April 1 to April 3   |

#### Montrose

| Haul-Out                                    | Launch <sup>2</sup>    |
|---|------------------------|
| <input type="checkbox"/> Oct. 1 to Oct. 4   | → April 27 to April 30 |
| <input type="checkbox"/> Oct. 7 to Oct. 11  | → April 20 to April 24 |
| <input type="checkbox"/> Oct. 14 to Oct. 18 | → April 13 to April 17 |
| <input type="checkbox"/> Oct. 21 to Oct. 25 | → April 6 to April 10  |
| <input type="checkbox"/> Oct. 28 to Oct. 31 | → April 1 to April 3   |

Storage options:  Jack stands (no charge)  Cradle<sup>3</sup>  Trailer<sup>3</sup>

\_\_\_\_\_ plate number

<sup>1</sup> Anticipated dates are estimates, depending on weather and volume. WMM/CPD will establish final date.

<sup>2</sup> Boats which are not ready for launch by their scheduled launch date may be subject to a re-blocking fee.

<sup>3</sup> Owner supplied

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### Services Provided:

#### WMM/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 storage: Oct. 1st to April 30th.
  - Outdoor storage: Oct. 1st to Nov 15th and March 15th to April 30th (excluding holidays and weather permitting).
    - *Note: There will be no access from November 16th to March 14th*
- 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 24 hours before haulout.
- 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.
- 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.
- 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 or fenders upon the haulout of the BOAT
- Providing a duplicate set of keys or combination to winter storage site manager or staff
- Checking BOAT within 24 hours after haulout for, and reporting any claimed, damage.

#### During storage, Owner:

- 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 WMM/CPD to authorize service provider access to boat. Service must be scheduled at least 72 hours in advance and only during scheduled access hours.

#### For Launch, OWNER is responsible for:

- Having their boat ready and seaworthy 24 hours before launch date.
- Having lines and fenders ready 24 hours before launch.
- Providing lines or fenders by the scheduled launch date.
- Checking their boat within 24 hours after launch for, and reporting any claimed, damage.

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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 WMM/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 WMM/CPD for the storage of the BOAT and WMM/CPD accepts such agreement.
- 2. No Bailment:** OWNER acknowledges that WMM/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. WMM/CPD may limit access to BOAT storage sites at its discretion. WMM/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.** WMM/CPD is not responsible for any property left on the BOAT.
  - c. No tarps, covers or lines may be secured to BOAT, trailers, cradles or stands while in winter storage unless approved in advance by WMM/CPD. Resulting damage to BOAT and/or WMM/CPD property is the responsibility of Owner. WMM/CPD reserves the right to remove any cover that WMM/CPD determines to be unacceptable.
  - d. Owner is responsible for any winterization work to be performed on the BOAT. WMM/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 WMM/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 WMM/CPD for any and all claims that may arise from work performed and/or the actions of those contractors. No unauthorized contractors will be allowed to perform work on BOAT.
  - e. Owner's outside contractor performing work may access the BOAT, provided the outside contractor first provides a Certificate of Insurance satisfactory to WMM/CPD, naming WMM/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 WMM/CPD at least 72 hours prior to requested access.

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### 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 WMM/CPD as an additional insured and requiring the Insurance Carrier to give WMM/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 WMM/CPD.**
- b. It is expressly agreed by Owner that WMM/CPD is not in any way an insurer of the Owner's property or invitees or employees. WMM/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 WMM/CPD, its employees or agents. Owner agrees to release, discharge and hold harmless WMM/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 WMM/CPD's gross negligence. The parties agree to evaluate WMM/CPD's conduct in comparison to that which is commercially reasonable in the national marina industry. Customer expressly waives any subrogation right against WMM/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 15, 2020 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. WMM/CPD will attempt to schedule haul-out and launch according to Owner's requests, but actual haul-out and launch dates are at the discretion of WMM/CPD.
- c. **BOAT must be removed from WMM/CPD facilities by May 15, 2020. If the BOAT is not removed by May 15, 2020 it may be transported offsite by WMM/CPD and Owners will be responsible for all costs including but not limited to transportation costs, additional storage costs and applicable penalties. WMM/CPD reserves the right to launch BOATs prior to May 1, 2020.**
- d. In the event BOAT is not removed on or before **May 30, 2020**, WMM/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 WMM/CPD. Any excess proceeds of sale shall be paid to Chicago Park District.
- e. 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.



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- 7. Possessory Lien:** Owner hereby grants to WMM/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 WMM/CPD for payment of all amounts due under this Agreement, and WMM/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 \_\_\_\_\_, 2019**

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

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of WMM/CPD Authorized Agent

\_\_\_\_\_  
Print Name