



Orange County Sportsmen's Association  
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[www.ocsclub.com](http://www.ocsclub.com)

### **Boat Storage Agreement** (Revised 05/11/18)

**Date:** \_\_\_\_\_

**Member Name:** \_\_\_\_\_

**Member #:** \_\_\_\_\_

**Boat Storage Space:** \_\_\_\_\_

The ORANGE COUNTY SPORTSMEN'S ASSOCIATION, INC., hereinafter referred to as ASSOCIATION, hereby agrees to rent to \_\_\_\_\_, member # \_\_\_\_\_, hereinafter referred to as MEMBER, boat storage space # \_\_\_\_\_ at its facilities, located at 9020 Kilgore Road, Orange County, subject to the terms and conditions set forth below:

1. The rental term shall be on a month-to-month basis, payable quarterly, in advance. Payments will be due Jan. 2<sup>nd</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>. and Oct. 1<sup>st</sup>. A \$30.00 late fee will be assessed if fees are not received by the due date. The ASSOCIATION reserves the right to periodically adjust said late fees. Failure to pay late fees within **14 days** of the original due date will result in the **termination** of this storage agreement. The ASSOCIATION reserves the exclusive right to assign and **reassign** boat storage spaces. MEMBERS shall have no vested or exclusive right to any particular space. ASSOCIATION shall give MEMBER notice of any re-assignment of the storage space. The assignment of boat spaces shall be based on availability and convenience to the ASSOCIATION.
2. Any MEMBER who fails to keep current/updated boat and/or trailer registration, fails to apply current decals to stored boat/trailer, fails to keep their vessel up to 'usable standards', and/or fails to use his/her boat space for a continuous period of four months by either not placing a boat and/or trailer therein or by not using any boat and/or trailer stored in the space shall be subject to termination of this rental agreement upon 30 day notice. Any MEMBER who anticipates such non-use for a period in excess of four months, but who desires to retain the space, must make advance arrangements with the ASSOCIATION and the ASSOCIATION reserves the right to approve or disapprove such arrangements at its sole discretion.

3. The **Quarterly storage charge shall be \$225.00**, subject to change by the ASSOCIATION upon 30 day notice.
4. All vessels in Rows A, B & C must be in their assigned parking space 15 minutes prior to the posted closing time. The gates are locked and all alarms are activated 15 minutes prior to the posted closing time.
5. In the event this rental agreement is terminated by the ASSOCIATION for any reason and should MEMBER fail to remove boat and trailer, the ASSOCIATION shall have the right, after ten days written notice to exercise such right, to have said boat and trailer removed and to charge MEMBER the removal and storage charges incurred. Charges shall be a lien against MEMBER'S boat and trailer. The ASSOCIATION may remove said boat and trailer to another portion of its property or to an off-site storage area as it shall deem fit.
6. Only MEMBERS of the ASSOCIATION in good standing shall be entitled to enter into or maintain a boat storage agreement. In the event that the MEMBER becomes delinquent in his/her dues or ceases to be a MEMBER of the ASSOCIATION, the ASSOCIATION shall terminate this agreement.
7. In the event the MEMBER shall remove his/her boat with intent to terminate the storage agreement prior to the end of any monthly rental period, MEMBER shall owe storage charges through the end of the month. No partial month fees will be returned to MEMBER.
8. The ASSOCIATION shall not be responsible for the loss or damage to any property of the MEMBER, his or her family or guests, unless such damage or loss is the result of the ASSOCIATION'S failure to exercise due care and such property was on Association's premises with the knowledge and permission of the ASSOCIATION. The ASSOCIATION shall not be responsible for any personal injuries sustained by MEMBER, his or her family or guests, unless such injury results from the ASSOCIATION'S failure to exercise due care and diligence, and MEMBER does hereby indemnify and hold the ASSOCIATION harmless from any claims, suits, or demands against it arising from personal injury or property damage resulting from MEMBER'S, his or her family or guest's intentional or negligent acts while on ASSOCIATION premises or while using the boat storage or launching areas.
9. In any litigation arising from this agreement or under paragraph 6 above, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of litigation.

MEMBER NAME (Print) \_\_\_\_\_

MEMBER SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

**BOAT INFORMATION**

MAKE OF BOAT: \_\_\_\_\_

COLOR: \_\_\_\_\_

LENGTH: \_\_\_\_\_

BOAT REG. #: FL \_\_\_\_\_