



1. NEGOTIATION. OWNER recognizes the PERSONAL PROPERTY could be stored at other facilities and acknowledges that the amount charged for storage at Eagle Storage Center, LLC is disproportionately small in comparison to the value of the PERSONAL PROPERTY and the risks of damage to the PROPERTY during winter storage. Owner also acknowledges that this Personal Property Storage Contract was negotiated with Eagle Storage Center, LLC whom OWNER understands would reasonably charge substantially more absent these terms and conditions.
2. INSURANCE. OWNER acknowledges Eagle Storage Center, LLC does not carry insurance on the PERSONAL PROPERTY. OWNER warrants the PROPERTY is insured under an all-risk policy in an amount equal to the PROPERTY's value and OWNER warrants the PROPERTY has in addition third party liability insurance coverage of at least \$500,000 per occurrence. OWNER further accepts responsibility for any injuries to persons or damages to other property or property owned by Eagle Storage Center, LLC caused by the PROPERTY or caused by any persons brought to EAGLE STORAGE CENTER, LLC by OWNER or otherwise present at EAGLE STORAGE CENTER as OWNER's invitees.
3. DAMAGE MITIGATION. In the event of an emergency or threat to safety or security, OWNER authorized Eagle Storage Center but does not obligate Eagle Storage Center, LLC to attempt appropriate measure to mitigate damages to the personal property, other boats, and Eagle Storage Center, LLC' property and environs and OWNER agrees to pay Eagle Storage Center, LLC its reasonable charges for mitigation attempts.
4. NO BAILMENT. OWNER acknowledges that Eagle Storage Center, LLC does not have exclusive possession and control of the personal property, which is shared during the storage period with OWNER, who has access to it. OWNER further acknowledges his/her responsibility for the safety and security of the personal property for storage. Accordingly, OWNER acknowledges this personal property Storage Contract does not constitute a bailment and is not for any specific storage space or work to be conducted by Eagle Storage Center, LLC.
5. NEGLIGENCE EXCLUSION. OWNER acknowledges that OWNER is responsible for the personal property and any persons brought to Eagle Storage Center, LLC by OWNER or otherwise present at Eagle Storage Center, LLC as OWNER's invitees. OWNER agrees and understands that Eagle Storage Center, LLC shall not be held in breach of contract or negligent (not amounting to gross negligence) for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the personal property and its contents. This exclusion of any claim by OWNER and OWNER's invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Personal Property Storage Contract and storage of the personal property at Eagle Storage Center, LLC, regardless of whether caused by Eagle Storage Center, LLC' or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
6. HOLD HARMLESS. Accordingly, OWNER agrees to indemnify and hold Eagle Storage Center, LLC harmless from all claims of bailment, all claims of breach of contract, and all claims of negligence (not amounting to gross negligence) against Eagle Storage Center, LLC arising from this Personal Property Storage Contract.
7. EXTENSION. Owner acknowledges this Personal Property Storage Contract's provisions shall extend to periods before and after the dates listed on the reverse side if the personal property is present at Eagle Storage Center, LLC beyond such date(s) and if no other applicable written agreement has been executed.
8. NON-TRANSFERRABLE. This Personal Property Storage Contract is not transferable or assignable by OWNER.
9. AMOUNTS DUE Eagle Storage Center, LLC. The Total Storage Payment Due noted on the reverse and storage charges for extended periods, plus any ancillary charges such as winterizing, detailing, and other Eagle Storage Center, LLC' work are all due at the time of personal property drop-off at Eagle Storage Center, LLC.
10. LIENS. OWNER agrees that any unpaid amounts due Eagle Storage Center, LLC under the previous paragraph constitute a storage lien on the personal property in favor of Eagle Storage Center, LLC. While Eagle Storage Center, LLC is entitled to foreclosure its lien in an *in rem* lawsuit against the personal property and to prosecute an *in personam* lawsuit against the OWNER for unpaid amounts due, if OWNER does not pay all unpaid amounts due and remove the personal property after written demand to do so, OWNER agrees that Eagle Storage Center, LLC in addition may at its option sell the personal property non-judicially to recover unpaid amounts and take such other steps as Eagle Storage Center, LLC deems appropriate to remove the personal property from Eagle Storage Center, LLC premises, including disposal of the personal property. OWNER agrees to pay Eagle Storage Center, LLC reasonable attorneys' fees and costs incurred in enforcing the provisions of this paragraph.
11. SEVERABILITY. Should any term or condition of this Personal Property Storage Contract be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.
12. DISPUTES. Venue for any lawsuits arising from this Personal Property Storage Contract shall be, at Eagle Storage Center, LLC' sole discretion, in Federal District Court for the Western District of Wisconsin or Vilas County, Wisconsin courts.
13. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN OWNER AND EAGLE STORAGE CENTER, LLC AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THE PERSONAL PROPERTY'S STORAGE WHICH IS NOT INCLUDED IN THIS CONTRACT.