STURGEON POINT HOMEOWNERS ASSOCIATION

BAILMENT AGREEMENT FOR KAYAK STORAGE

This Agreement is made by and between _____(CONDO OWNER/BAILOR)

At _____, and Sturgeon Point Homeowners' Association

(BAILEE), located at 5635 Lake Rd East, Geneva, OH 44041.

Terms

1. Bailee agrees to take possession of the property described as follows (describe the craft(s) in detail, including any identifying information (i.e. registration number), and any equipment associated with the craft(s) on the lines provided below) to be known as Property:

Kayak	Color	Registration Number	Other Identifying Features	Associated Equipment
#1				
#2				

for the purpose of storage on an on-going basis (for the sole benefit of the Bailor on payment by Bailor of \$100.00 per kayak for a period of up to five (5) years.

2. The Property is to be kept in the storage space under the Bailee's pool deck (lain horizontally on the ground of the storage space).

3. Bailor must secure the Property by a lock with a key or combination. The Bailee must have a duplicate key or the combination in writing, should the Bailee need to remove the Property.

- 4. Kayaks may be stored for a maximum of Five (5) years without renewal and additional fees.
- 5. No items other than kayaks may be stored.
- 6. Two kayaks per unit is the maximum limit.
- 7. At the Board's discretion, they can determine to remove kayaks at any time.
- 8. Kayaks may be laid on the ground *only*. No hangars or hooks are to be installed.
- 9. This agreement expires on October 1 five years after the date it is first executed.

10. This is solely at the kayak owner's risk and the owner indemnifies the Board and the condo owners' association from any liability. This is an open storage area. Kayaks can easily be stolen or damaged due to weather or vandalism and the condominium owners' association assumes absolutely no responsibility for such occurrences.

11. STORAGE OF PROPERTY IS AT THE RISK OF THE BAILOR. If the Property is lost, stolen, or damaged during the term of the bailment, the Bailee shall not be liable for the loss or damage. Bailor expressly holds Bailee harmless from any liability or claim arising from the storage of kayaks under the pool deck.

Date: _____

BAILOR

Signature of Bailor/Property Owner

Printed Name of Bailor/Property Owner

BAILEE

Signature of Authorized Representative of Sturgeon Point Home Owners' Association