

**CLEARWATER COMMUNITY SAILING ASSOCIATION, INC.**  
**D/B/A**  
**CLEARWATER COMMUNITY SAILING CENTER**  
**1001 GULF BOULEVARD**  
**CLEARWATER, FLORIDA 33767**  
**Phone: (727) 517-7776 Fax: (727) 489-2602**  
**Email: [ccsa@tampabay.rr.com](mailto:ccsa@tampabay.rr.com) [www.clearwatercommunitysailing.org](http://www.clearwatercommunitysailing.org)**

**STORAGE PERMIT**

This Agreement is made and entered in this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, and expires on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ between the Clearwater Community Sailing Association, Inc. d/b/a Clearwater Community Sailing Center hereinafter called CCSC and \_\_\_\_\_  
(*print member's name*).

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

**Boat Description:**

Make: \_\_\_\_\_ Length: \_\_\_\_\_ Color: \_\_\_\_\_ Registration Nbr: \_\_\_\_\_

HIN: \_\_\_\_\_ Declared Value: \_\_\_\_\_ Trailer Tag Nbr: \_\_\_\_\_

Assigned Space: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

*The undersigned applies for a storage permit and for accommodations only for the above referenced vessel. The applicant acknowledges having read and understood, and agrees to abide by all conditions of this permit and by the Rules and Regulations governing occupancy of the space and use of the facility. By signature of its authorized official, the CCSA approves the issuance of this permit subject to the conditions below.*

**CONDITIONS**

1. This permit is non-transferable and applies only to the above named vessel, owner and /or operator. CCSA reserves the right to cancel this permit and change the rental rate for space by giving or mailing notice in writing to the owner or operator at the above address.
2. Storage fees shall be paid in advance.
3. Transferal of vessels to a different storage or rental spaces at the sailing center shall only be permitted so long as the vessel owner has obtained the CCSC's director's prior written consent.
4. Pursuant to section 328.17, Florida Statutes, CCSC shall have a possessory lien upon the above referenced vessel and its appurtenances for unpaid storage fees, dockage fees, repairs, improvements, or other work-related storage charges, and for expenses necessary for preservation of the vessel or expenses reasonably incurred in the sale or other disposition of the vessel. The possessory lien shall attach as of the date the vessel is brought to the sailing center or as of the date the above-referenced vessel first occupies rental or storage space at the sailing center.

5. No person shall interfere with the public's use of the sailing center or infringe upon the normal operation of any other persons who are authorized to conduct business within the sailing center. A determination by the Sailing Center Coordinator will be accepted as final in evaluating and limiting activities which may infringe upon the rights of others. Disorderly conduct, which includes, but is not limited to threats to harm people or property of any other tenant, sailing center employee or member of the public by the owner or operator, or an employee or guest of the owner or operator, will subject the owner or operator and the vessel to immediate removal from the sailing center. Also, public intoxication, profanity or abusive language shall not be tolerated.
6. Swimming, diving, fishing and cast netting is prohibited from the sailing center.
7. No refuse shall be thrown overboard at the sailing center. Garbage and trash shall be deposited in containers provided for that purpose.
8. This facility shall be used at the sole risk of the owner or operator of the vessel. CCSA and the City shall not be liable or responsible for the care or protection of the vessel including gear, equipment and contents, or for any loss or damage of whatever kind of nature to said vessel, howsoever occasioned. There is no guarantee or warranty of any kind as to the condition of the areas nor shall CCSC or the City of Clearwater be responsible for injuries to persons or property occurring thereon or for any reason whether herein specifically stated or not. Owner agrees to hold CCSC and the City harmless and indemnify it of all loss, damage, or liability or any claimed by reason of any act or failure to act on the part of the owner, his agents, employees, or guests in the use of mooring space for the vessel. This paragraph shall not apply to losses, damages or liability arising from the negligence of CCSC and the City of Clearwater or any of its officers, agents, or employees.
9. In the event of emergencies such as hurricanes, floods, other acts of God, or unsafe conditions arising from the condition of the vessel, the holder of the storage permit must comply to the Emergency or Disaster Plan attached. The storage permit holder agrees to remove the vessel upon notification from the CCSC office of the emergency or unsafe conditions or be responsible for all damage the vessel causes to CCSC and City of Clearwater property.
10. Should a breach of any of the conditions of this permit occur, and continue beyond a reasonable time to cure such breach after notice to the owner or operator of the vessel has been received by said owner or operator, the rights herein conferred shall terminate immediately and CCSC may remove the vessel from the sailing center. The owner shall pay any costs incident thereto, and any unexpired rental shall be forfeited.
11. Waiver of any conditions by CCSC shall not be deemed to be a continuing waiver.
12. This permit shall not be construed as granting any property interests in the facility, but shall be deemed a license agreement subject to all of the terms contained herein and the applicable ordinances of the city. **A copy of the declaration page covering accident and liability from the insurance company must be on file with your membership application.**
13. Vessel owners hereby authorize CCSC to make adjustments to storage lines or to move the above referenced vessel, as may be required in an emergency situation, or to avoid loss or damage to CCSC and City of Clearwater facilities. CCSC and the City of Clearwater shall be held harmless by the owner of any liabilities whatsoever or for any damage occasioned thereby.
14. No outside labor craftsmen shall work on any vessel at the sailing center, without first obtaining permission from the sailing center activities. Such work may be performed between the hours of 8 am to sunset, boats need to be off the water in their designated space one hour before sunset. CCSC and the City of Clearwater shall not be held liable for any damages or negligence from outside labor working on vessels within the sailing center.
15. The member understands that nothing herein shall constitute a waiver by the City of Clearwater of its sovereign immunity and the limitations set forth in Section 768.28 Florida Statutes.

16. The member understands that the member is giving his/her consent for the uncompensated use of his/her name and picture in any media account, water sports programs, or any future public relations media of the CCSC or City of Clearwater.

\_\_\_\_\_  
Applicant Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Clearwater Community Sailing Center

Date \_\_\_\_\_

### **STORAGE PLAN FOR HURRICANE, EMERGENCY OR DISASTER**

1. **Name of Person responsible for plan:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_
2. **When a Emergency/Disaster is declared for the Clearwater Area, it is the responsibility of the owner of the vessel or alternate to make arrangements to either secure the vessel for the storm or move it as indicated in question 3 below.**
3. **Do you intend to leave your vessel at CCSC during a declared emergency, hurricane, or disaster? Yes\_\_ No \_\_**
4. **If the answer to 3 is Yes, please indicate below exactly how you will secure the vessel and any other information you feel is necessary. A drawing of the vessel and how it will be secured will satisfy this requirement.**

**KEY RECEIPT**

I, \_\_\_\_\_ (name of member) received a key to the beach storage lot on \_\_\_\_\_ (date) from \_\_\_\_\_ (staff person). The first key will be provided by CCSC. Additional keys may be provided for an additional fee of \$20.00. If the key is lost a replacement fee of \$20.00 will be charged to the member.

\_\_\_\_\_  
**Print Member Name**

\_\_\_\_\_  
**Print Staff Name**

\_\_\_\_\_  
**Member signature**

\_\_\_\_\_  
**Staff signature**