

Riverton Yacht Club 2019 Storage Contract

This agreement is a contract between the boat owner and the Riverton Yacht Club (hereinafter referred to as “the Club”). The terms and conditions of this contract may not be altered, or otherwise modified orally. Changes, or modifications, to this contract are valid only if signed by both parties. The boat owner must be a member in good standing in accordance with the by-laws before entering into this contract. Storage must be paid in full prior to the boat being stored at the club.

Storage Period (Please circle which ever applies) **Summer 2019** **Winter Storage Rates 2019/2020**

Boat Owner _____ Home Phone _____

Home Address _____ Cell Phone _____

Make & Type of Boat _____ Boat Name _____

Overall Length _____ Registration / Documentation or other identifying #: _____

Rental Periods: The **Summer Storage Period** starts the Sunday after the last Spring Work Party and ends Friday prior to the first Fall Work Party. Boats left on the club grounds after the Fall Work Party will be charged Winter Storage at the prevailing storage rate. The **Winter Storage Period** starts the Sunday after the last Fall Work Party and ends on the Friday prior to the first Spring Work Party. Boats left on the club property after the Spring Work Party will be disposed of per paragraph item 7 of this agreement. The actual dates and times of the various work parties are to be determined and are published in various Club communications including the RYC Bulletin, the RYC Membership Directory and the club website (www.rivertonyachtclub.org) . You are responsible for insuring that your stored boat is moved out of the way of the work parties (typically moved to the Club parking lot) if it is staying at the Club for the next storage period.

1. Rates:The contract amount is based on the overall length of the vessel including all extensions. All rates include all applicable taxes.

Summer Storage Rates 2019

Winter Storage Rates 2019/2020

| | | | |
|---------------------------|---------------------------------------|--|-----------------------|
| Mooring to 22 feet | \$760 | (a) Sailboats larger than 10 feet | \$10.00 / foot |
| Mooring over 22 feet | \$990 | | |
| Laser & Opti rack Storage | \$250 (no trailers) | (b) Laser, Sunfish & Opti Rack Storage | \$80.00 |
| Dry storage 15 to 20 feet | \$900 | (c) Dinghies under 10 feet | \$80.00 |
| Dry storage over 20 feet | \$1220 | (d) If (b) or (c) above is on trailer | \$120.00 |
| Dinghy storage | \$40 limited to 8 feet overall | | |
| Kayak storage on rack | \$250 | | |

2. Payment: A boat owner must be a member in good standing and must return both the full payment and a signed contract in order to obtain a storage space. Storage will NOT be permitted if the boat owner (a) has not returned a signed contract or (b) is delinquent in any payment to the club. Interest on any amount due shall accrue at a rate of 1.5% per month. The boat owner will be in default if (a) he fails to make any payment when due, or (b) a bankruptcy

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petition is filed by or against him, or (c) he fails to keep any other agreement in this contract. If the boat owner is in default, the club may cancel this contract, or assert any other legal remedy, and the boat owner shall pay all expenses, including all attorney's fees, and interest at the rate of 1.5% per month. Failure to exercise a remedy shall not waive the club's right to do so in the future.

3. Space: The Club will furnish seasonal storage space to the boat owner at the rental rate shown above. No vessel will be allowed at the club without an assigned space. All storage space is assigned by the Dock master. The use of the club property including the mooring field, pier, docks, bridge and parking lot is as determined by the Board of Directors. Dry storage space on the pier is limited and priority is given to boats that will be raced. With payment of the above fees I am certifying my intention to participate in club races. If I do not participate and my space is needed for a boat that will race, I understand I may be asked to move my boat off the pier. If my boat is not removed the club can move my boat in accordance with paragraph 7 of this agreement.

4. Terms and Conditions: The boat owner agrees to abide by the rules, regulations and conditions of the Club, including the By-Laws, and other rules and regulations that from time to time may be enacted by the Board of Directors. Failure to abide by these rules, regulations and conditions is considered a breach of contract. This contract may be terminated for infraction of the above at the sole discretion of the Club according to the procedures established in the By-Laws.

5. Limits of Liability: The Club makes no warranty as to the suitability of the facility or related services, including physical security, water, electricity and launch service. The Club, its officers, members and employees, will not be liable for the theft of or any damage to the owner's boat or other property. It is the boat owner's sole responsibility to ensure that his boat and its equipment are secured safely and in a manner that does not cause damage to his vessel, other vessels, or property, or the Club.

6. Liability Insurance: The boat owner is responsible for carrying adequate liability insurance on the vessel to cover damage that the vessel may do to property belonging to the Club or to boat owners, including pollution and discharge coverage. No vessel will be allowed on the pier or mooring field without adequate insurance.

My boat is insured with:

Policy Number:

7. Agreement to Vacate and Power of Attorney: I hereby agree that I will remove my boat from the Club property at the end of the storage period. In the event that I do not remove my boat in accordance with these requirements, I hereby grant the Club a limited Power of Attorney to complete any documentation necessary to dispose of my boat, including registration and title work. I understand the Club may scrap, sell or dispose of my boat as it sees fit. I understand that I will be responsible for any costs incurred by the Club to remove my boat from the pier as well as additional storage charges for the time that my boat remains on the Club's property.

I have read, and agree to all of the above.

Boat Owner's Signature:

Date:

Print the Boat Owner's name: