

# Marquette Yacht Club Winter Boat Storage Agreement

201 E.Main St., P.O Box 296, Marquette, MI 49855

version Oct-2016

To maximize the benefits for all members of the Marquette Yacht Club ( hereafter referred to as Club), the following Rules and Regulations (hereafter referred to as Rules) for the winter storage of boats have been adopted.

- 1. COMPLIANCE WITH ALL RULES.** I agree to abide by all Club Rules and all state, county, and city laws and ordinances. I have read and I understand the following Rules. I understand that if I do not comply with one (1) or more of the following Rules my tenancy may be terminated.

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_

Applicant

## 2. FEES.

| Boat Length Overall | Up to 15'-6" | >15'-6" <= 24' | >24'  |
|---------------------|--------------|----------------|-------|
| Fee (2008 – 2009)   | \$50         | \$75           | \$100 |

## 3. STORAGE.

Owner must be a MYC member.

Owner must contact chair of Dock Committee prior to placement of boat for direction.

Owners name must be painted or affixed to the trailer tounge.

Each boat must be stored on the site designated by the Club.

Each boat must be stored so that it does not obstruct the placement of other boats.

Each boat must be properly stored in a cradle or on a trailer and supported in such a way as not to create a hazard.

## 4. TERM OF STORAGE LEASE

Storage of boats may begin on Labor Day and boats must be removed no later than 7 days following Memorial Day unless permission to remain longer is obtained from Dock Committee Chair. Any boats placed on Club property prior to Labor Day, or remaining on Club property 8 days after Memorial Day, may be moved by the Club at boat owner's expense. Boats moved by the Club will be stored by the Club at a location chosen solely by Club and owner will be charged \$25 a day storage.

Boats improperly placed for storage or boats that create an obstruction will be moved by the Club.

Boat owner agrees to hold Club harmless for any damages or other expenses incurred if Club exercises its right to move a boat for non-compliance with the above terms.

5. **LOSS AND LIABILITY.** Members are urged to obtain a comprehensive form insurance policy insuring their boat against loss or damage. Member is also urged to include in that policy liability coverage for personal injuries.
  
6. **NONLIABILITY.** Club shall not be liable for accidents or injuries to Member, their family members, guests, or invitees which may occur upon Club property unless caused by Club's failure to perform a duty or negligent performance of a duty imposed by law, and Member will indemnify and hold Club harmless against all claims therefore. Likewise, Club is not liable for damaged or lost property resulting from fire, theft, wind, floods, or any cause whatsoever, except for damage or loss caused by Club's failure to perform a duty or negligent performance of a duty imposed by law.

**7. Boat and owner information**

Owner Name \_\_\_\_\_

Address \_\_\_\_\_

Phone #    H \_\_\_\_\_    W \_\_\_\_\_    Cell \_\_\_\_\_

Emergency contact (if not same) \_\_\_\_\_

Boat name \_\_\_\_\_

Manufacturer/model \_\_\_\_\_

Boat is on:    Cribbing \_\_\_\_\_,    Trailer \_\_\_\_\_;    Trailer plate # \_\_\_\_\_

Boat length                    (ft) \_\_\_\_\_

Fee                                    \$ \_\_\_\_\_

**8. Signatures**

Owner signature \_\_\_\_\_ Date \_\_\_\_\_

MYC representative \_\_\_\_\_ Date \_\_\_\_\_

Date payment received \_\_\_\_\_