



Edgewood Yacht Club

1 Shaw Avenue • Cranston, RI 02905 • 401 781 9626 • www.edgewoodyachtclub.com

Small Boat or Trailer Marina Contract for 2022-2023

Boat Owner Information

Member Name:

By signing below, I acknowledge and agree to the below terms and conditions of REGULAR SEASON DRY STORAGE for my SMALL BOAT(S) ("Small Boat(s)") and/or trailer(s) ("Trailer(s)") at Edgewood Yacht Club ("EYC"):

- Small Boats must be (1) kayaks, canoes, or paddleboards ("**Paddle Craft**"), (2) Sunfish sailboats ("**Sunfish**"), (3) small sailboats including Lasers, Optimists, C420s, FJs, and other sailboats up to 15' in length ("**Small Sailboats**"), or (4) rowing or motor-powered dinghies up to 12' in length and with up to 9.9hp outboard power ("**Dinghies**"). Trailers must be registered and roadworthy and must relate to an EYC-stored vessel.
- While not in use, all Small Boats and Trailers will be stored only in their assigned spaces. Small Boats and Trailers located elsewhere may be moved by EYC without further notice to the owner. Assigned Dinghy Dock Spaces & Assigned North Lot Spaces may be requested of the Fleet Captain or Marina Chair.
- All Small Boats and Trailers must be marked with the owner's name and phone number.
- Dry Storage Members are limited to 1 Small Sailboat/Sunfish and 1 Trailer per membership per year (plus any Paddle Craft on Land Racks)

Please provide below your insurance information:

Insurance Information - REQUIRED

Insurance Company

Policy Number

Mark if appropriate:

I intend to race and my insurance policy includes coverage for racing.



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Complete the following for each small boat or trailer for which marina services or storage are requested. Attach additional pages, as needed.

Boat/Trailer Information			
Type (mark one): <input type="checkbox"/> Dinghy <input checked="" type="checkbox"/> Sunfish <input type="checkbox"/> Canoe <input type="checkbox"/> Other Small Sailboat <input type="checkbox"/> Kayak <input type="checkbox"/> Other Paddle Craft <input type="checkbox"/> Trailer without boat <input type="checkbox"/> Trailer with boat <input type="checkbox"/> Other _____	Boat Model/Manufacturer	Boat Name, if any:	Boat Description/Color:
	Engine Make & Size: N/A	Boat or Trailer Length: N/A	Boat Width & Draft: N/A
Hull ID/Sail #		Registration N/A	
Contract Type (mark one): <input type="checkbox"/> Dry Sail/Dinghy Dock <input checked="" type="checkbox"/> Floating Dock Rack <input type="checkbox"/> Land-based Rack <input type="checkbox"/> Lot space	Period Required (mark all that apply): <input type="checkbox"/> Regular Season Contract <input checked="" type="checkbox"/> Off-Season Contract	Assigned Location (to be assigned by the Club):	Total Fee Due (to be set by the club):

Boat/Trailer Information			
Type (mark one): <input type="checkbox"/> Dinghy <input checked="" type="checkbox"/> Sunfish <input type="checkbox"/> Canoe <input type="checkbox"/> Other Small Sailboat <input type="checkbox"/> Kayak <input type="checkbox"/> Other Paddle Craft <input type="checkbox"/> Trailer without boat <input type="checkbox"/> Trailer with boat <input type="checkbox"/> Other _____	Boat Model/Manufacturer	Boat Name, if any:	Boat Description/Color:
	Engine Make & Size: N/A	Boat or Trailer Length: N/A	Boat Width & Draft: N/A
Hull ID/Sail #		Registration N/A	
Contract Type (mark one): <input type="checkbox"/> Dry Sail/Dinghy Dock <input checked="" type="checkbox"/> Floating Dock Rack <input type="checkbox"/> Land-based Rack <input type="checkbox"/> Lot space	Period Required (mark all that apply): <input type="checkbox"/> Regular Season Contract <input checked="" type="checkbox"/> Off-Season Contract	Assigned Location (to be assigned by the Club):	Total Fee Due (to be set by the club):

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	Engine Make & Size: N/A	Boat or Trailer Length: N/A	Boat Width & Draft: N/A
Hull ID/Sail #		Registration N/A	
Contract Type (mark one): <input type="checkbox"/> Dry Sail/Dinghy Dock <input checked="" type="checkbox"/> Floating Dock Rack <input type="checkbox"/> Land-based Rack <input type="checkbox"/> Lot space	Period Required (mark all that apply): <input type="checkbox"/> Regular Season Contract <input checked="" type="checkbox"/> Off-Season Contract	Assigned Location (to be assigned by the Club):	Total Fee Due (to be set by the club):



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In the space below, please provide any other additional information that may pertain to the marina, storage or dry-sail services you require for your Small Boat or Trailer.

Notes:

1. For detailed information on rates and fees, please see the current season's Schedule of Fees. The Schedule of Fees can be found attached at the end of this contract. It is also included in the Club Log, and will be provided on request by the Club Steward.



Small Boat or Trailer Marina Contract for 2022-2023

General.

This agreement constitutes a contract and written storage agreement between the boat or trailer owner and the Edgewood Yacht Club (hereinafter referred to as the "**Club**") and is subject to the provisions of Chapter 46 of Title 34 of the General Laws of Rhode Island. The terms and conditions of this contract may not be altered or otherwise modified by any other agreement, unless such amendment is executed in a signed writing between the boat owner and the Club. No changes or modifications to this contract are valid unless signed by both parties; changes on this written contract by the boat owner, other than information added or corrected on page 1, are not valid.

This agreement is subject to the By-Laws, the Rules, and the Schedule of Member Fees. "By-Laws" means the Club's by-laws as in effect from time to time. "Rules" means the rules adopted by the Club's Board of Governors or Executive Committee in accordance with the Club's By-Laws, as such rules may be modified from time to time in accordance with the By-Laws, including, without limitation, rules regarding parking; launch and haul of vessels; storage of vessels and trailers; use of the clubhouse/hall, marina, and mooring field; hours of operations; inclement weather and storms; racing; vessel operation; safety; guests; and environmental issues and hazardous waste. "Schedule of Member Fees" means the fee schedule and any modifications thereto as may be approved by the Club's Board of Governors from time to time. Any reference to particular provisions of the By-Laws, Rules, or Schedule of Member Fees in this agreement will not limit the application of other provisions of the By-Laws, Rules, or Schedule of Member Fees to this agreement, and in the case of any conflict between this agreement and the By-Laws, Rules, or Schedule of Member Fees, the By-Laws, Rules, or Schedule of Member Fees, as applicable, will govern. To the extent that any boat owner party to this agreement has also executed other storage forms with the Club for the calendar year in which this agreement applies (for example, Sunfish or other small boat storage forms or trailer/boat land storage forms), such forms and the boats and/or trailers referenced thereon shall be made a part of and shall be subject to the terms of this agreement.

Fees.

Fees for marina services for small boats and trailers are as outlined in the current Edgewood Yacht Club Schedule of Member Fees, as approved by the Club's Board of Governors.

Payment Schedule and Space Assignments.

Fees for marina services for small boats and trailers for the regular season are due and payable before the start of the regular season. Fees for marina services for small boats and trailers for the off-season are due and payable on or before the last day of the regular season.

Interest on any amounts past due shall accrue at a rate of **1.5% per month**.



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Small Boat and Trailer Arrivals and Departures.

The period from May 1 to October 31 of any year is referred to as the "**Regular Season Storage Period,**" and paid contracts for that period are referred to a "**Regular Season Contracts.**" The period from November 1 of any year through April 30 of the immediately following year is referred to as the "**Winter Storage Period,**" and paid contracts for that period are referred to as "**Off-Season Contracts.**"

Small Boats and trailers are prohibited from being brought into, or remaining in, the Club property, the marina or anchorage, or placed at or on a dock or mooring:

- if a signed contract for the boat or trailer for the current period has not been submitted, or
- if the boat or trailer owner is delinquent in payment of any fees, or
- before April 15 or after October 31 of the applicable year for Regular Season Contracts, or before November 1 or after April 30 for Off-Season contracts

Edgewood Yacht Club Marina and Anchorage closes on **October 31** of the applicable year. All Small Boats and trailers under contract for the regular season must be removed by that date, and any Small Boat or trailer under contract for the regular season remaining after **November 1** of the applicable year will be subject to a holdover fee of **\$10.00 per day** unless subject to a Winter Contract. All boats and trailers subject to Off-Season Contracts must be removed by April 15, and any Small Boat or trailer subject to Off-Season Contracts remaining after **May 1** of the applicable year will be subject to a holdover fee of **\$10.00 per day** unless subject to a Regular-Season Contract.

If any Small Boat or trailer has entered or has not departed the marina or anchorage in accordance with these provisions, the boat or trailer will be considered abandoned and may be moved by the Club (and the member will be charged a **minimum \$100.00 service fee** for any such move), in addition to other remedies of the Club including fees and penalties as set forth in this agreement and in the Schedule of Member Fees.

Limits of Liability; Indemnity.

The Club makes no warranties as to the suitability of the facility or related services, including dry-sail storage, rack storage, yard storage, water, electricity and launch service. The Club, its officers, its members, and its employees, will not be liable for any damage to the owner's Small Boat or trailer or other property or injury to the boat owner or any other person. It is the boat or trailer owner's sole responsibility to ensure that his or her Small Boat or trailer is secured safely and in a manner that does not cause damage to his or her property, other members property, the Club property, the marina, or the anchorage, or injury to any person. The Small Boat or trailer owner shall indemnify and hold harmless the Club, its members, its officers, and its employees from any and all harm to any vessel, equipment, or person resulting from any assistance or service rendered to the Small Boat or trailer owner or any family member or guest.



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Liability Insurance.

The Small Boat or trailer owner is responsible for carrying adequate liability insurance on the Small Boat or trailer to cover damage that the Small Boat or trailer may do to property belonging to the Club or to Club members or their guests. The owner shall maintain a minimum of \$100,000 liability insurance. No Small Boat or trailer will be allowed in the marina or on Club property without adequate insurance. The Club reserves the right to demand proof of such insurance. Proof of insurance shall be sent to the Club by **April 1** or attached to this agreement. If the Small Boat owner intends to race at EYC, the Small Boat owner's insurance must cover racing.

Default and Remedies.

The Small Boat or trailer owner and the Small Boat or trailer itself will be in default if (a) the Small Boat or trailer owner fails to make any payment when due, (b) the Small boat or trailer owner fails to keep any other agreement in this contract, (c) the Small Boat or trailer owner fails to retain status as a member in good standing in the Club, whether through the action of the Small Boat or trailer owner or through the action of the Club in accordance with the By-Laws, unless specifically exempted from such requirement (for example, for winter Sunfish racing), or (d) the Small Boat or trailer owner is in breach or violation of the By-Laws or the Rules. If the Small Boat or trailer owner is in default, the Club may cancel this contract and/or assert any other legal remedy, and the Small Boat or trailer owner shall pay all expenses, including reasonable attorneys' fees, of the Club's exercise of remedies and enforcement of this agreement, and such expenses shall be due and payable on demand. All amounts not timely paid to the Club by the Small Boat or trailer owner will accrue interest at the rate of **1 ½% per month**. Failure to exercise a remedy shall not waive the Club's right to do so in the future.

In addition to the foregoing, the Small boat or trailer owner hereby grants to the Club a lien on the Small Boat or trailer for any fees, damages, or indemnities payable under this agreement and not paid when due, and the Club shall have the right to pursue all legal and equitable remedies to perfect and foreclose said lien, including but not limited to making the boat or trailer inaccessible to or unusable by the Small Boat owner and moving the Small Boat or trailer to a different location. The right of enforcement of the lien herein granted to the Club shall be in addition to any and all other rights and remedies available to the Club hereunder or in connection herewith and shall not in any manner alter, waive or abrogate the boat or trailer owner's personal liability hereunder. To secure the lien rights granted herein, the Club shall have the right to file one or more financing statements in the jurisdiction of the Small Boat or trailer owner's residence. THIS AGREEMENT INCORPORATES BY REFERENCE FEDERAL STATUTE 46 U.S.C., § 31342 (A/K/A THE COMMERCIAL INSTRUMENTS AND MARITIME LIEN ACT) UNDER WHICH THE CLUB MAY FORECLOSE ITS LIEN ON MEMBER'S SMALL BOAT OR TRAILER IN THE EVENT OF NON-PAYMENT OF THE FEES DUE AND PAYABLE HEREUNDER.



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I have read and accept all of the above.

Name of Boat Owner 1: _____

Boat Owner 1 Signature: _____ Date: _____

Name of Boat Owner 2: _____

Boat Owner 2 Signature: _____ Date: _____

Name of EYC Flag Officer: _____

Signature of EYC Flag Office: _____ Date: _____

