

EDGEWOOD YACHT CLUB
2012 -2013 WINTER STORAGE CONTRACT

This agreement (hereinafter referred to as "this Contract") constitutes a contract between the boat 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 which create a lien in favor of the Club for any unpaid storage charges and for labor and other related charges, including the costs incurred to enforce the lien. The terms and conditions of this Contract may not be amended, altered or otherwise modified unless such amendment, alteration or modification is set forth (i) in a document signed by both the boat owner and the Club.

The person who signs this Contract (the "boat owner") must be the actual owner of the boat or other property being stored and must be (i) a member in good standing in accordance with the by-laws before entering into this Contract. If the boat, trailer or other property to be stored is registered or documented, the boat owner must be listed on such registration or documentation as an owner. The contract must be signed and returned to the Club and the full amount due must be paid prior to the haul out date in order for a boat to be scheduled to be hauled out. The EYC Marina and Anchorage closes on November 1, 2012.

This contract is for 2012-2013 winter storage of:

____ Large Boat Haul/Store/Launch ____ Boat Trailer ____ Mast Storage

Preferred haul date: ____ 10/17/12: High water 9:36AM or ____ 10/20/12: High water 12:24PM

Boat Owner(s): _____

Home Phone: _____ **Cell Phone:** _____

Home Address: _____

Type of Boat: _____ **Boat Name:** _____ **Make:** _____

Registration/Documentation (or other ID) Number: _____

Beam: _____ **Draft:** _____ **Overall Length:** _____ (x\$34.00PF) = \$ _____

Other property stored (describe) _____ \$ _____

Plus Ramp Fee of \$50.00 \$ _____

Total Winter Storage Fees due: \$ _____

Contract Amount and Payment Schedule:

Length Overall (LOA) includes all extensions, including but not limited to bow sprits, davits, swim platforms, masts, etc. Contract fee for Haul, Storage and Launch is \$34.00 per foot based on the LOA of the vessel and does not include bottom cleaning. RIDS performs bottom cleaning. Please call Chris at RIDS well in advance to schedule your appointment. RIDS or owner may opt out of RIDS cleaning. However, NO bottom washing is allowed in the lot at EYC.

A Ramp Fee of \$50.00 will be charged for each boat hauled out at Port Edgewood by RI Boat Movers.

Boats on trailers may be stored at the club on a space available basis for a fee of \$3.00 per sq. foot of the total area occupied. Dinghies (under 10'), Sunfish and Laser fees are \$85.00.

Mast storage of boats will be charged \$2.00 per foot through May 15, 2013, and \$1.00 per foot per week after that date.

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

Rental Period:

The rental period is from the haul out date through April 30, 2013. Any boat left on the docks or at moorings after November 1, 2012 will be charged at prevailing storage rates. Dinghy, Sunfish and Laser storage is \$85 for the winter. Any boats left in the lot beyond April 30, 2013, will be charged \$100 per day and the Club may opt to move the boat off the property and charge the Owner for all

moving and storage costs and a \$250 service fee and/or may enforce its lien pursuant to Chapter 46 of Title 34 of the General Laws of Rhode Island. ALL boats in lot storage must be removed promptly.

Additional Agreement Terms:

The Club will furnish winter storage space to the boat owner for the sum above, subject to payment as provided above. Any vessel placed at the Club without a contract may be moved by the Club and the Owner shall bear all costs and expenses including a \$250.00 service fee. The boat owner will be in default if (s)he fails to make any payment when due, or (b) a bankruptcy petition is filed by or against him/her, or (c) (s)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 reasonable attorneys' fees, and interest at the rate of 1.5% per month. The failure of the Club to exercise a remedy shall not waive the Club's right to do so in the future. The boat owner agrees to abide by the all rules, regulations and conditions of the club, including the By-Laws and any rules and restrictions published in the Club Log, or on the Club's internet site, and any rules and regulations that from time to time may be enacted by the Board of Governors. Failure to abide by any rule or regulation shall be considered a breach of this Contract and this Contract may be terminated by the Club in the event of any breach at the sole discretion of the Club.

No bottom washing is permitted at the Club. Vacuum sanders must be used. Any and all debris, dust, paint, etc., must be contained (i.e. tarp), and disposed of by the boat owner in accordance with DEM regulations and the Club's hazardous waste disposal plan. At the option and expense of the Club, the Boat may be moved to another location on the EYC property during the term of this Agreement with no prior notice to the Boat Owner though the Club shall attempt to provide reasonable advance notice to the boat owner of any planned boat move except in the event of an emergency.

The boat owner will securely lock all ladders and other items used to board boats when not in use. It is the owner's responsibility to adequately secure his/her/their boat. The boat owner will bear all risk of loss to his/her/their boat and to any and all other property stored at the Club and will look solely to his/her/or their insurance in the event of damage to any boat or property for any reason, even if the damage is caused by the negligence of the Club or any of its employees, agents or contractors. The boat hauler and/or the Club will determine the time of Haul/Launch and the storage location of the boat and/or other property stored hereunder. The last boat out will be the first boat in come spring and boats will be launched on schedule without regard to their condition unless the boat owner makes other arrangements, acceptable to the Club which are agreed to in a writing signed by both parties. The boat owner agrees to reimburse the Club for any all additional fees, costs and expenses which might result from the boat owner's boat or other property boat not being ready for launch or removal in the spring, including without limitation those set forth above. All property left unclaimed after the last launch date may be disposed of by the Club at the discretion of the Flag Officers.

Limits of Liability:

The Club makes no warranties as to the suitability of the Club's property or its facility or related services, including water, electricity and launch service. The Club, its officers, members and employees, will not be liable for any damage to the owner's boat or other property. It is the boat owner's sole responsibility to ensure that his boat is secured safely and in a manner that does not cause damage to his vessel, other vessels, the Club's property, or the Marina. In no event will the Club or any of its officers, employees, board of governor members or members be liable for any damage to any boat or property stored at the Club in the event of damage and the boat owner(s) hereby release the Club and its officers, employees, board of governor members and its members from any and all costs, claims and expenses that may be suffered by them or any of them due to personal injury or property damage, however caused.

Liability Insurance:

The boat owner is responsible for carrying adequate property and liability insurance on the vessel to cover damage that the vessel may cause to property belonging to the Club or to other boat owners. The boat owner shall carry a minimum of \$100,000 liability insurance. No vessel will be allowed in the marina or mooring field without adequate insurance. The Club reserves the right to demand proof of such insurance. No boat will be hauled until insurance information acceptable to the Club is provided:

Insurance Company: _____ PolicyNumber: _____

Employee Assistance and Boarding: Owners may request that Club employees assist them in the launch or haul of the boat. In the event that assistance is provided, the boat owner will indemnify and hold harmless the Club, its members, officers and employees from any and all harm to the vessel or its equipment.

I have read and accept all above terms and conditions.

Boat Owner(s) Signature: _____ Date: _____, 2012

Flag Officer/Marina Chairman Signature: _____ Date: _____, 2012