

Slip # _____

**GLENDALE YACHT CLUB INC
13 SMITH COVE ROAD
GILFORD, NH 03249-7617**

MEMBERSHIP SLIP ANNUAL LEASE AGREEMENT

Year _____

This lease is entered into on this ____ day of _____ by and between the following parties:

OWNER: _____ SLIP # _____

Phone: _____ Cell: _____

Email: _____

Mailing Address: _____ Seasonal Address: _____

RENTER: _____

Phone: _____ Cell: _____

Email: _____

Mailing Address: _____ Seasonal Address: _____

Term of this Lease – One Year: Start Date: _____ End Date: _____

BOAT: Make _____ Type _____ Year _____

Length O/A _____ Beam _____ Draft _____

Mast Length _____ Registration No. _____

Name of Boat _____

MOTOR: Make: _____ Model _____ Year _____

Type: _____ Serial No. _____ HP _____

Fuel Type: _____ Tank Capacity _____

TRAILER: Make: _____ Model _____

Length: _____ Serial Number _____

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Renter agrees that all charges for rent hereafter shall give the Glendale Yacht Club, Inc. and the Owner valid lien upon Renter's boat and/or motor and no boat and/or motor shall be removed from the Glendale Yacht Club, Inc. until all charges are fully paid.

It is agreed that this contract is to be interpreted by and under the laws of the State of New Hampshire. All notices required by this lease or at law shall be to the addresses herein stated.

The boat dimensions MUST conform to the SLIP DESIGNATIONS & ALLOWABLE DIMENSIONS as listed on Attachment 1. Length limitations refer to length overall and INCLUDES outboard motors, I/O drives, swim platforms, swim pulpits of all kinds, bowsprits, and rudders.

PLEASE PROVIDE COPY OF INSURANCE CERTIFICATE

Renter's Insurance Co: _____

Address: _____

Policy#: _____ Date From: _____ To: _____

Emergency Contact: _____ Phone: _____

OTHER TERMS AND CONDITIONS:

1. Renter agrees to abide by all the rules and regulations of the Glendale Yacht Club, Inc. (the Club).
2. It is agreed that the Renter shall not assign, transfer or permit the use of the assigned space to any other party without prior written consent of the Club.
3. Renter agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the Renter will keep dock and premises covered hereby free and clear of gear, tackle and other obstructions, and further agrees to throw nothing, including treated or untreated effluent or seepage from heads or other holding tanks in the lake or on the premises.
4. Any infraction of the rules and regulations contained or referred to herein or as posted by the Club shall allow the Owner or Club, at the option of either, to cancel this lease agreement upon ten (10) days' notice, and the Renter shall immediately remove the boat and themselves from the Club premises.
5. If the Renter desires to dock a boat other than the one described herein, the Renter must first secure written permission from the Club.
6. The use of electrical outlets for the operation of power tools, battery chargers, or other electrical devices is prohibited except by special written permission from the Club.
7. Neither the Club nor the Owner guarantee the continuity of electrical service where provided.
8. The use of torches, fireworks or open flames, flammable or toxic material, or any other hazardous equipment is prohibited.
9. Renter may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property, or does not violate the Club Rules and Regulations. The Club reserves the right to require any outside mechanic, craftsmen or any other person

performing any work on Renter's boat while in or on the premises of the Club first to provide the Club with a standard certificate of worker's compensation and liability insurance coverage. Failure to meet these requirements will require that the Renter's boat be removed from the premises of the Club.

10. Renter(s) agree that in the event suit is brought on behalf of the Owner or the Club against Renter(s) to collect any amounts due or to become due hereunder or to enforce any rule, regulation or lien, the Renter(s) shall pay the Owner(s) or the Club reasonable attorney's fees for such suit or collection plus costs, as may be allowed by law.
11. In the event Renter fails to remove his boat and property from the space leased hereunder at the termination of the leasehold period as defined herein, the Club and Owner may: (1) charge to the Renter account rent daily on a pro rata basis for each day or a portion thereof the space is occupied. (2) Avail itself of the remedies provided for the Paragraph 12; and, (3) avail itself of any remedy available to the Owner or to the Club under the law.
12. If the Renter becomes delinquent in rental payments, the Owner or the Club shall have the right to take over the property of the Renter and to secure the property to the space occupied, or to store it in any other location.
13. Renter agrees that he will keep the boat described in this lease agreement fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. It is understood that neither the Club nor the Owner carries insurance covering the property of the Renter. The owner and the Club will not be responsible for any property damage resulting, caused by, or growing out of the use of any Club facilities. Renter(s) releases and discharges the Club and the Owner from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facility of the Club, including but not limited to fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, snow, collision or accident, or any other Act of God.
14. Operation of the boat shall be restricted to the Renter(s) signatory to this agreement unless otherwise agreed in writing by the Club.
15. Renter shall provide the Club, at the Club's request, with a set of main door and/or hatch and ignition keys.
16. IN CASE OF EMERGENCY, as determined by the Club or the Owner, the Club or Owner shall be authorized to move the subject boat, if possible and practical, to a safe area to protect the boat, property or the Club's general welfare if the boat is unattended and the Renter cannot be reached. However, UNDER NO CIRCUMSTANCE is the Owner or the Club under any obligation to provide this service. Renter agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the Renter to move the boat, the inability of the Owner or the Club to reach the Renter or by the movement of the boat by the Owner or the Club. In general, the Renter shall be solely responsible for any emergency measures.
17. The Owner acknowledges the Renter's rights to use the facilities of the Club, including the Slip, grounds, clubhouse and the parking lot (if stickers are passed to Renter).
18. The length and width of any vessel (boat) kept in the subject slip shall not exceed the length and width restrictions as established in the Declaration. Said restrictions are duplicated on the Attachment 1 of this Lease Agreement.
19. The Renter acknowledges that the By-laws prohibit living aboard any vessel at the Club for more than a specified time, three (3) consecutive days.

20. The Renter acknowledged that the parking within the fenced area of the Club premises is permitted only with the use of current Club Parking Stickers. Other parking areas are available outside the fenced area for non-stickered vehicles (friends and guests).

RENTER(S) CERTIFY THAT ALL THE TERMS AND CONDITIONS OF THIS LEASE HAVE BEEN READ AND THAT THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. RENTER(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE THAT IS THE SUBJECT OF THIS LEASE AND FIND IT SUITABLE AND ACCEPTABLE.

BY SIGNING THIS LEASE, RENTER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND HAVE REVIEWED THE GLENDALE YACHT CLUB PROPRIETARY LEASE AND BY-LAWS.

Signed on this date: _____

Owner

Renter

Owner

Renter

APPROVAL BY Board of Directors

Date: _____

Original Copy to the Club
Copies to Owner and Renter

Corrected and Revise don Aug. 25, 2017