

## FHYC Mooring Agreement

(The “Agreement”) for the 2024 season by and between Fair Haven Yacht Club, Inc. (“FHYC”) and the Boat named below and/or the undersigned Owner (Owner”)

### Owner

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State / ZIP: \_\_\_\_\_

TEL (Primary): \_\_\_\_\_

Email (Primary): \_\_\_\_\_

### Boat

Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

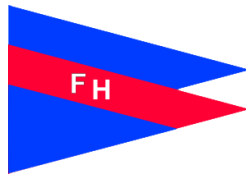
Sail or Power: \_\_\_\_\_

Length: \_\_\_\_\_

Beam: \_\_\_\_\_

Draft: \_\_\_\_\_

1. This Agreement is for the use of mooring space only, and such space is to be used at the sole risk of Owner. FHYC shall not be liable for the care or protection of the boat (including gear, equipment, and contents) or for any loss or damage of whatever kind or nature to the boat, her contents, gear, or equipment howsoever occasioned. Owner further agrees to indemnify and hold FHYC harmless for any liability that arises out of the Owner's use of the mooring and mooring space.
2. Owner must present to FHYC when assigned a mooring space, a Certificate of Insurance (Minimum \$100,000 Boating Liability and Fuel and Other Spill Liability) covering above-described boat.
3. Moorage is due and payable in advance of use.
4. Mooring Tackle, including but not limited to anchor, swivels, chains and balls shall be purchased from FHYC and becomes the sole property of the Boat Owner. Basic design of the Mooring Tackle is available from the Fleet Captain upon request. Boat Owner shall solely determine the adequacy of the Mooring Tackle for Owner's particular boat. Boat Owner may not resell or otherwise transfer ownership or use of Mooring Tackle other than by site removal, sale to another FHYC Member in good standing, or return to FHYC for the sum of 50% of originally paid fee as a Club account credit.
5. Owner agrees to comply with all rules, regulations and laws applicable to mooring practice including but not limited to: Display of necessary lights and day markers; Owner further agrees to drop Mooring Tackle below ice level in the off season.
6. Owner shall supply and own a so-called Mooring Pendant which shall connect the mooring ball to Owner's boat. Adequacy and appropriateness of said Mooring Pendant shall be at Owner's sole risk and responsibility.



7. FHYC shall make dingy storage space available on-shore for boat Owner's use during their absence at no additional charge on an annual basis.
8. FHYC shall allow boat Owner's use of FHYC docks for dockage, subject to space availability, while in attendance at FHYC at no additional charge on an annual basis. The Fleet Captain shall have the sole decision as to the reasonableness of use.
9. FHYC shall have a lien against the described boat, her appurtenances, and contents, for unpaid sums due for use of dock facilities or other services, or for damage caused or contributed to by above-described boat or Owner to any docks or property of FHYC or any other person or property at the facility.
10. The Agreement shall be in effect, unless sooner terminated in accordance with the following conditions:
  - a. By destruction of the facilities by fire, storm, or another calamity.
  - b. In the event Owner shall make a bona fide sale of the boat listed in the agreement.
  - c. By breach or default as provided in paragraph (5) above.
11. Owner agrees to comply with all Club Rules and Regulations as though they were set forth herein, and should breach of this Agreement or violations of Club Rules and Regulations occur, this Agreement shall terminate immediately and the FHYC may remove the boat from her mooring space at the Owner's expense and risk and retake possession of the mooring space. Under this condition, any outstanding balance(s) are due and immediately payable in full.
12. Waiver of any conditions by the FHYC shall not be deemed to be a conditioning waiver of this Agreement.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Mooring Number: \_\_\_\_\_ (to be assigned by Fleet Captain)