

DOCKAGE & STORAGE AGREEMENT ("Agreement") for the <u>2024</u> season by and between Fair Haven Yacht Club, Inc. ("FHYC") and the Boat named below and/or the undersigned Owner.

Owner	Boat(s) List any additional on reverse page
Name:	Name:
Street:	Registration Number:
City:	Sail or Power:
State / ZIP:	Length:
TEL (Primary):	Beam:
Email (Primary):	Draft:

- This Agreement is for the use of dock space only, and such space is to be used at 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 hold the FHYC harmless for any liability that arises out of the owner's use of the dock space.
- 2. <u>Owner must present to FHYC when assigned dock or slip space, a Certificate of Insurance (Minimum \$100,000 Boating Liability and Fuel and Other Spill Liability)</u> covering above-described boat.
- 3. Dockage is due and payable in advance of use.
- 4. Rate does not cover cost for excess electricity, which shall be billed separately.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. Waiver of any conditions by the FHYC shall not be deemed to be a conditioning waiver of this Agreement.

Signature of Owner:	Date:
Dock & Slip Number:	(Assigned by Fleet Captain)

PO Box 304	
14520 West Sid	e Drive
Fair Haven, NY	13064

Fair Haven Yacht Club, Inc.

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