# **Shore Acres Yacht Club**

### 2024-2025 Winter Dry Storage Form

Boat Owner: Cell Phone:	
Make & Type of Boat:	
Boat Name:	
Overall Length:	
Rental Periods:	Winter Storage November 1 <sup>st</sup> - April 30 <sup>th</sup> .
end of winter storage.	tension of dry storage must be submitted to the Mooring Chair 30 days before the Board has the right to approve or deny any request. Boats left on the club grounds charged Additional fee.
Winter Dry Storage	
\$12 per ft. overall foot Kayak \$50	age including trailer
All Dry Storage Rates a	re subject to NJ Sales Tax.
Applicable Dry Storage	: Fee
NJ Sales Tax (6.625%)	
Check Payable to SAYO	<u> </u>

Invoices will be emailed (payment Due Nov 15<sup>th</sup>) and Agreements should be emailed to

will\_demand@hotmail.com

## **Shore Acres Yacht Club**

### 2024-2025 Winter Dry Storage Form

This agreement is a contract between the boat owner and the Shore Acres Yacht Club (hereinafter referred to as "the Club"). The terms and conditions of this contract may not be altered, or otherwise modified orally. Changes, or modifications, to this contract are valid only if signed by both parties. The boat owner must be a member in good standing in accordance with the by-laws before entering into this contract. Storage must be paid in full prior to the boat being stored at the club.

**Rental Periods:** Winter Storage November 1<sup>st</sup> - April 30<sup>th</sup>.

Written Request for Extension of dry storage must be submitted to the Mooring Chair 30 days before the end of winter or summer storage. Board has the right to approve or deny any request. Boats left on the club grounds after April 30th will be charged Additional fee.

#### 1. Rates:

The contract amount is based on the overall length of the vessel including all extensions. Rate does not include any applicable taxes. All Dry Storage Rates are subject to NJ Sales Tax.

#### **Winter Dry Storage**

\$12 per ft. overall footage including trailer Kayak \$50

#### 2. Payment:

A boat owner must be a member in good standing and must return both the full payment and a signed contract in order to obtain a storage space. Storage will NOT be permitted if the boat owner (a) has not returned a signed contract or (b) is delinquent in any payment to the club. Interest on any amount due shall accrue at a rate of 1.5% per month. The boat owner will be in default if (a) he fails to make any payment when due, or (b) a bankruptcy petition is filed by or against him, or (c) 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 all attorney's fees, and interest at the rate of 1.5% per month. Failure to exercise a remedy shall not waive the club's right to do so in the future.

#### 3. Space:

The Club will furnish seasonal storage space to the boat owner at the rental rate shown above. No vessel will be allowed at the club without an assigned space. All storage space is assigned by Mooring Chair, William Demand. With payment of the above fees I am certifying my intention to participate in club races and/or day sailing. If I do not use my boat during the summer season and my space is needed for a boat that will be active, I understand I may be asked to remove my boat from the club property.

#### 4. Boat Maintenance:

The boat owner is required to maintain their boat so it doesn't affect the aesthetics of the club. Boats in disrepair will be asked to be removed from the club property. All maintenance of owner's boat must leave no trace of maintenance performed after conducting maintenance. Tarps must be used under boats when bottom painting.

#### 5. Terms and Conditions:

The boat owner agrees to abide by the rules, regulations and conditions of the Club, including the By-Laws, and other rules and regulations that from time to time may be enacted by the Board of Directors. Failure to abide by these rules, regulations and conditions is considered a breach of contract. This contract may be terminated for infraction of the above at the sole discretion of the Club according to the procedures established in the By-Laws.

#### 6. Limits of Liability:

The Club makes no warranty as to the suitability of the facility or related services, including physical security, water, electricity and launch service. The Club, its officers, members and employees, will not be liable for the theft of or any damage to the owner's boat or other property. It is the boat owner's sole responsibility to ensure that his boat and its equipment are secured safely and in a manner that does not cause damage to his vessel, other vessels, or property, or the Club.

#### 7. Liability Insurance:

The boat owner is responsible for carrying adequate liability insurance on the vessel to cover damage that the vessel may do to property belonging to the Club or to boat owners, including pollution and discharge coverage. No vessel will be allowed on the pier or mooring field without adequate insurance.

My boat is insured with:		
Policy Number:		
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#### 8. Agreement to Vacate and Power of Attorney:

I hereby agree that I will remove my boat from the Club property at the end of the storage period. In the event that I do not remove my boat in accordance with these requirements, I hereby grant ny ny to at

boat, including registration and title work. I understand the Club may scrap, sell or dispose of boat as it sees fit. I understand that I will be responsible for any costs incurred by the Club remove my boat from the pier as well as additional storage charges for the time that my remains on the Club's property				
I have read, and agree to all of the above.				
Boat Owner's Signature:	Date:			
Print the Boat Owner's name:				