



Point Judith Yacht Club
Winter Boat Storage Contract
Winter Season 2021-22

Owner/Owners Name: _____

Winter Address: _____

Phone: _____ Email: _____

Boat Mfg. Name: _____ Vessel Name: _____

Reg or Doc. # _____ Beam: _____ Length: _____

Storage Fee: \$ _____ (the greater of \$350 or \$15/ft.)

This Contract is made by and between PJYC Member below ("Member") and Point Judith Yacht Club ("PJYC"). In exchange for payment by Member to PJYC of the fee stated below and other provisions of this Contract, PJYC grants Member permission to store Member's Vessel for a single storage season provided Member agrees to this Contract, including the Terms and Conditions below, and Member fully pays for winter storage and provides PJYC with a valid certificate of liability insurance as noted.

PJYC will provide a limited number of storage spaces in the PJYC lot for winter storage of Members' vessels. Storage spaces will be issued on a first come, first served basis. The Winter Storage term, as approved by the PJYC Board of Trustees, is September 15 to May 15 (the "Term"). If any vessel is not removed by May 15th, the vessel's owner will be charged a \$20 per day assessment. *The PJYC Board of Trustees may consider extending the removal date for a limited time, on a case-by-case basis, for extraordinary circumstances.*

This Contract, signed by Member, full payment, and a valid certificate of liability insurance as provided in Section 2 below must be presented to the PJYC before the vessel is stored. Vessels will not be allowed to be stored if these requirements are not met.

Note: PJYC will not provide electric or water to any stored vessel during the period from the date of the official closing of PJYC in the fall to the official opening of PJYC in the spring.

TERMS AND CONDITIONS

1. Timing. Member's Vessel cannot occupy its assigned storage spot until PJYC has received (i) full payment for storage, (ii) the original of this completed and signed Contract, and (iii) a copy of the Vessel's current insurance policy. A vessel placed on site for storage with an unpaid balance or without a completed and

signed Contract and copy of insurance may be towed, without notice, at Member's expense. In such an event, Member is responsible for payment of all towage and storage costs attendant to removing the Vessel, and Member waives any and all claims of whatsoever nature arising from PJYC having removed the Vessel (except

claims for gross negligence, recklessness and/or deliberate wrongdoing).

2. **Insurance.** By signing this Contract, and as an inducement to PJYC for entering this Contract, Member warrants and certifies that, at a minimum, Member's Vessel is fully insured against loss or damage to itself, other vessels located at PJYC and PJYC property and that this insurance will remain current for the duration of this Contract and/or for so long as the Vessel remains at PJYC. Member shall provide proof of insurance for comprehensive and liability of at least \$300,000, naming the PJYC as an additional interest at the time the Contract is signed.

3. **Cancellation/Refunds.** PJYC may cancel this Contract at any time upon notice to Member. Where the cancellation is due to Member's breach of this Contract, Member shall forfeit all payments made to PJYC.

4. **Limitation of Liability. Read Carefully.** This Contract does not constitute a bailment and the parties do not intend to create a bailment of the Vessel. PJYC's actions in connection with the Vessel shall never give rise to an express or implied bailment. PJYC shall not be chargeable with knowledge of the contents of Member's Vessel. No warranty or representation is made that any of PJYC's buildings, docks, or storage grounds are theft proof or fireproof. Member assumes all risk of loss and injury to his/her/its Vessel and the contents thereof in connection with storage at PJYC's facility. Member waives all claims and causes of action (except claims for gross negligence, recklessness and/or deliberate wrongdoing) against PJYC for any damage, loss, liability, penalty (civil or criminal), judgments and/or liens due to loss, damage, or injury to persons or property however arising and whether or not caused by the ordinary negligence of PJYC, its officers, employees or agents, or otherwise. Please understand that this limitation of liability includes, but is not limited to, Member's waiver of all damages arising during hauling, launching and/or moving the Vessel. Member understands and agrees that Member is solely responsible for protecting the Member's Vessel and its gear and contents. No representations or warranties express or implied are made with respect to the suitability of the storage for Member's Vessel. PJYC assumes no obligation to perform any emergency services whatsoever. PJYC reserves the right to move the Vessel for any reason. As further consideration for the making of this Contract, Member hereby irrevocably waives the right to Petition for Exoneration from or Limitation of Liability pursuant to 46 U.S.C. § 30501, et seq. for damages caused to PJYC or liability incurred by PJYC howsoever arising which were caused or contributed to by Member and/or Member's Vessel. This paragraph shall survive any rescission or termination of the Contract.

5. **Indemnity. Read Carefully.** Member agrees to indemnify, defend and hold harmless PJYC from and

against any and all claims, demands, lawsuits, causes of action, penalties (civil or criminal), judgments and/or liens that may be asserted by any person and/or any entity (private or public) due to loss, damage, or injury to persons or property occasioned by, or arising from, Member's vessel and/or Member's actions under this Contract and/or Member's care, protection, possession of the Vessel and/or Member's use of PJYC and its storage and facilities under any circumstances. This paragraph shall survive any rescission or termination of the Contract.

6. **Usage.** Member's use of PJYC's facilities including, but not limited to storage of the Vessel is undertaken at the sole risk of Member and/or any other persons on the premises at Member's request, and Member is responsible for their actions and behavior. Member accepts full financial responsibility for any damages to vessels or property caused by Member's actions and/or the actions of Member's guests, or any person on PJYC's facilities at Member's request. This includes, but is not limited to, Member assuming full financial responsibility for the repair of any damage to PJYC's facilities such as its wiring and/or water system.

7. **Waste Disposal.** Member is responsible for emptying Member's Vessel's holding tank and waste oil in a lawful and proper manner. Household trash shall not be disposed of at PJYC. All containers disposed of in PJYC's dumpster must be empty.

8. **Pollution.** Dumping or washing of hydrocarbons, anti-freeze, sewage of any kind or any other pollutants is absolutely prohibited. Member agrees to comply with all federal, state and local laws. Any criminal and/or civil violations arising from the violation of any environmental law, ordinance, regulation, etc. by Member may give rise to local, state and/or federal fines and Member agrees to fully indemnify, defend and hold PJYC harmless from any penalties (civil or criminal), damages, costs, assessments, administrative fees, and attorneys' fees incurred or threatened to be incurred by PJYC due to Member's failure to comply with applicable regulations or laws. Member understands that PJYC subscribes to and enforces pollution prevention procedures. This paragraph shall survive any rescission or termination of the Contract. Member pledges to exercise common sense and judgment in all actions to ensure that activities related to vessel maintenance and/or repair and/or upkeep will not deposit pollution residues in, on or around surface waters or otherwise where they may be conveyed by storm water runoff into surface waters. Member understands that failure to adopt pollution prevention procedures may result in Member's expulsion from PJYC and forfeiture of all payments. Member is required to inspect Member's Vessel's bilges and agrees to use an oil sorb pad in the bilge to prevent contamination of the coastal waters.

9. **Work on Vessel.** Member may work on his or her own Vessel provided proper care is taken

not to damage other vessels, equipment, or property. However, prior to doing so, Member must: (i) place a tarp under the Vessel for any work done on land and the tarp should insure that nothing lands on the ground, (ii) the grinding of fiberglass or the hull requires tenting and collection of all debris, (iii) only use sponges and soft towels to clean the hull underwater on a regular basis and avoid scraping in the water and avoid any abrasive process that may remove anti-fouling paint from the boat hull, (iv) detergents and cleaning compounds used for washing boats should be phosphate free and biodegradable and their use should be limited to the minimum amount required.

10. BEWARE—THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY STORAGE AND/OR ANY OTHER CHARGES INCURRED HEREUNDER.

Member is hereby placed on notice that, pursuant to R.I. Gen. Laws § 34-46-1, et seq. (2012), this Contract creates a lien on Member's Vessel. PJYC expressly reserves its rights under the General Laws of Rhode Island (including, but not limited to Title 6A (Uniform Commercial Code)) to auction the Vessel if Member is in arrears for storage or other charges. In addition, PJYC reserves its rights under the Federal Maritime Lien Act, 46 United States Code §§ 31301-31343, to have the United States Marshal seize and auction the Vessel when Member fails to meet his/her/its financial obligations. Finally, Member also grants PJYC a security interest in the Vessel under the terms of the Uniform Commercial Code to secure sums due under this Contract. Upon default, this security interest allows PJYC to board the Vessel and remove any gear, machinery, sails, equipment and/or contents PJYC provided or installed all of which Member expressly consents to by signing this Contract. These remedies are in addition to any and all other remedies available to PJYC.

11. Holdover. If a Member keeps the Vessel on the premises after the end of the Term (a "Holdover") without the Board of Trustees' prior written consent (which may be withheld in its sole discretion), then, in addition to the remedies available elsewhere under this Contract or by

law, the Member will be a Member at sufferance and must comply with all of the Member's obligations under this Contract, except that during the Holdover the Member will pay a \$20 per day fee for each day of the Holdover. Member shall indemnify and defend the Board of Trustees and PJYC from and against all claims and damages, both consequential and direct (including all costs and attorneys' fees), that the Board of Trustees and/or PJYC suffer due to Member's failure to remove the Vessel from the premises at the end of the Term. A Member's payment of any holdover amount to the Board will not constitute the Board of Trustees' consent to such Holdover or create or renew any Term.

12. Governing Law. This Contract shall be construed and enforced in accordance with the general maritime law of the United States with the law of Rhode Island to supplement as legally permissible without consideration of conflict of laws principles. The Parties agree that the courts of the State of Rhode Island and the federal courts located therein shall have exclusive jurisdiction over all matters arising from this Contract including, but not limited to, all disputes between the Parties. Member submits to the personal jurisdiction of the courts of the State of Rhode Island.

13. Miscellaneous. (i) This Contract is the Parties' entire agreement. (ii) This Contract is binding on Member and PJYC, their heirs, successors, and assigns. (iii) The failure of either Party to enforce any of its rights shall not waive such rights or any other rights. (iv) Any interpretation of this Contract shall not give consideration to the drafter of the Contract and it shall be interpreted as if both parties contributed to its drafting. (v) If any term or other provision of this Contract is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Contract must be reformed so as to affect the original intent of the parties as closely as possible. (vi) All changes to this Contract must be made by a writing signed by all Parties.

Mail Insurance, Check, and this Contract to: PJYC, PO Box 445, Wakefield, RI 02880

I have read this entire agreement and have also read the membership rules within the PJYC Yearbook and do accept all rules and terms of the PJYC Yearbook and this Contract.

Print Vessel Owner Name

Sign Vessel Owner

Date

PJYC Official

Signature

Date