

NEWBURYPORT YACHT CLUB

2011/2012 Leasing Contract (Revised/10.21.11)
(Please Print)

Acting as an agent on behalf of a Newburyport Yacht Club member ("Lessor"), or of Deepwater, Incorporated ("Lessor"), the Newburyport Yacht Club hereby agrees to facilitate a leasing arrangement between the Lessor and the individual named herein ("Lessee"), who is not a member, for sufficient space to accommodate the yacht listed herein for the purpose, period, and price specified.

Lessee's Name: _____ Date: _____

Street: _____ Apt. # _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email Address: _____

Emergency Contact Name/Number: _____

Boat Name: _____ MS/DOC #: _____ Color: _____

Make & Model: _____ Year: _____ Power / Sail (Circle One)

If Powerboat, Check One: Single Engine Twin Engine Outboard

Length Overall (*): _____ Beam: _____ Draft: _____

(* Must include pulpits, motors, bowsprits, swim platforms and any other "extensions.")

Insurance Company: _____ Policy/Contract #: _____

This Contract Is For Winter Land Storage Seasonal Slip Space Transient Slip Space Summer Land Storage

If Contract Is For Winter Land Storage, Anticipated Spring Launch Date: _____

Lease Period From: ____/____/____ to: ____/____/____ Lease Rate @ \$ _____ (*) Per/Foot Total @ \$ _____

(*) Standard Rate / "Member Rate" (Circle One)

I acknowledge that I have read this Leasing Contract in full, including the reverse side of this page, and that I understand and agree to abide by the terms and conditions set forth herein. I acknowledge that I have received a copy of this contract as signed and dated by me below and as initialed by me on the reverse.

I have appended copies of the Certificate Page of my insurance policy, and of my boat's official registration and/or documentation.

I understand that the Club reserves the right to measure my boat in order to confirm the dimensions of her overall length and beam as I have provided herein.

SEASONAL SLIP SPACE: I understand that a 25% deposit is due upon signing, 25% is due on or before December 31, 2011, and the balance is due on or before April 1, 2012. If this contract is executed after April 1, 2012, I understand that the rental fee is due and payable in full upon signing. In the event payments are not made on schedule, I understand that the Club reserves the right to cancel this Contract and to retain any deposits I have made.

I understand I am required to display a Waterways Permit on the stern of my boat. (Permits available through Newburyport Harbormaster's office).

I understand I will be required to purchase at least one Swipe Card or Key Fob at a cost of \$15.00 in order to operate the Club's security system.

I understand that, if I have not entered into a prior leasing agreement with the Newburyport Yacht Club for winter land storage (2011/2012) and paid the requisite fee, I must vacate the marina on or before October 15, 2012, or be subject to a charge of \$100.00 per day until such time as I do vacate the marina.

WINTER/SUMMER LAND STORAGE/TRANSIENT SLIP I understand that the rental fee is due and payable in full upon signing.

SIGNATURE: _____ DATE: _____

TOTAL DUE: \$ _____ TOTAL PAID: \$ _____ SLIP ASSIGNMENT (IF KNOWN/APPLICABLE) _____

DATE: _____

CLUB AGENT SIGNATURE: _____

1. This is a contractual agreement to lease seasonal slip space or winter land storage. **It is not a bailment.**

2. Lessee acknowledges that he/she assumes all risks associated with placing his/her boat in winter storage or berthing his/her boat in a seasonal slip space.

3. Lessee agrees to maintain, throughout the entire period of this contract, liability insurance in the amount of not less than \$500,000 per occurrence. Lessee acknowledges that neither the Club nor the Lessor will be held responsible for losses of any kind, including losses from extreme heat or cold, theft, pilferage, vandalism or total, fire, windstorm, water, hail or acts of God. It is mutually understood that Lessee hereby releases and agrees to hold harmless and indemnify the Club and the Lessor from any and all liabilities.

4. Lessee agrees that his/her boat shall not be placed in winter land storage or in a seasonal slip space in such a condition as to constitute a fire or any other hazard.

5. Lessee agrees that he/she will not use an open flame at any time while on the Club's premises, excepting for UL approved marine gas grills.

6. Lessee agrees to comply with all relevant EPA guidelines and restrictions.

7. If applicable, Lessee acknowledges that he/she shall be subject to additional charges for electrical consumption above reasonable levels during the period of this contract.

8. Lessee acknowledges that the Club will not provide electrical power to the marina from approximately October 15th through approximately May 15th, or to the winter land storage areas from approximately November 1st through approximately April 1st.

9. If applicable, Lessee acknowledges that the Club discourages storage of personal property on the boat described above between November 1st and March 31st.

10. Lessee acknowledges that the Club may, at its discretion, utilize the winter storage area and/or seasonal slip space assigned to the Lessee for any purpose when said area or space is not occupied by the boat listed herein.

11. If applicable, Lessee agrees to notify the Club office in advance of vacating his/her assigned seasonal slip space for one or more nights.

12. Lessee acknowledges that invoices issued by the Club for rental fees or for work, supplies, or services ordered by the Lessee during the period of this contract are due and payable within 30 days of the invoice date. Lessee further understands that past due amounts will be subject to interest charges at the rate of 1 ½% per month as well as a \$50.00 late fee.

13. Lessee acknowledges if he/she is consistently delinquent in the payment of amounts owed to the Club, that he/she may be required to provide the Club with an imprint of a major credit card and to authorize the Club to charge that card for any amounts considered delinquent, including late charges related thereto.

14. In the event Lessee is consistently delinquent in the payment of amounts owed, he/she acknowledges that the Club reserves the right to restrict services, limit Lessee's rights, and to pursue legal action in the collection of any past due debt at the expense of Lessee.

15. Requests for waiver of late charges, interest charges, or fees of any kind must be submitted in writing to the Club and must state in detail the justification for the request. Such requests may be submitted only after the indebtedness has been paid in full.

16. Lessee agrees that the boat listed herein will not be launched, or hauled nor may it otherwise be removed from the Club's premises until all lease payments, fees, work order bills and charges for parts, accessories, supplies and yard services provided by the Club have been paid in full. Lessee further acknowledges that, in the event he/she is in default of this condition, his/her boat will be subject to the Abandonment Clause as set forth in this contract.

17. Lessee acknowledges that the Club is hereby given a lien on the boat listed herein as well as on all property associated with said boat to secure any and all indebtedness incurred during the period of this agreement. Said indebtedness includes but is not limited to leasing fees and costs associated with repairs of damage to the Club facilities and/or its appurtenances for which Lessee is deemed responsible.

18. Lessee agrees to deliver and remove his/her boat and associated property only during normal business hours as posted by the Club.

19. Unless other arrangements have been made with the Club in writing, in the event Lessee fails to remove the boat listed herein and/or any property associated with said boat from the Lessor's assigned winter land storage area or assigned seasonal slip space at or prior to the expiration of this contract, Lessee agrees to pay a charge of \$100 per day until such time as the boat and/or personal property are removed from the Club's premises, and further acknowledges that the boat and associated property shall be subject to the Abandonment Clause as set forth in this contract.

ABANDONMENT CLAUSE

It is the sole responsibility of Lessee to ensure that his/her boat is removed from Lessor's assigned winter land storage area or seasonal slip space on or before the expiration of this contract. Lessor has no responsibility or obligation whatsoever to provide winter land storage or seasonal slip space or to maintain in any respect the boat listed above after the expiration of this contract.

In the event Lessee's boat remains on or in Lessor's assigned winter land storage area or seasonal slip space after the expiration of this contract, the Club will send written notice to Lessee at the address listed herein with a demand that Lessee discharge all outstanding indebtedness, if any, to the Club and, once that indebtedness has been discharged, the boat be immediately removed from the Lessor's assigned winter land storage area or seasonal slip space.

In the event any outstanding obligations are not discharged in full, and/or in the event the boat is not removed from the Lessor's assigned winter land storage area or assigned seasonal slip space within fifteen (15) days of the date of receipt of said written notice, Lessee hereby acknowledges that he/she will have effectively abandoned the boat and agrees that the Club may dispose of the boat in any manner as it may elect.

In this event, Lessee agrees that the Club shall have the right to retain all monies received as a result of disposing of the boat. Lessee further agrees that he/she shall remain liable for any outstanding indebtedness incurred prior to the disposal of the boat or costs associated with the disposal of the boat, not recovered in the disposal process. Said costs to include reasonable legal and brokerage fees.

CONTRACT TERMS AND CONDITIONS

1. Lessee hereby reaffirms his/her assumption of the Club's risk clause and general release clause as set forth herein.

2. Lessee must notify the Club at least forty-eight (48) hours in advance of the time Lessee intends to make his/her boat available for sale or to otherwise transfer ownership of the boat. In the event Lessee sells or otherwise transfers ownership of the boat listed herein during the period of this contract, Lessee shall be responsible for all charges authorized or required under this contract, and transfer of ownership of the boat may be affected only subject to the terms and conditions of this contract.

3. In the event the boat is sold or ownership of the boat is otherwise transferred to any other party, Lessee shall inform the Club in writing of the name, address, email address, and telephone number of the new owner. In the event of such sale or transfer, this contract shall become null and void, and the new owner or transferee must execute a new contract. Said contract shall be subject to the Club's review and approval.

In the event the Club approves the new contract, the successor Lessee shall be required to furnish the Club with proof of adequate insurance coverage as required under the terms and conditions of this contract. In the event the Club does not approve the contract, the new owner or transferee shall, upon notice, remove the boat from the Marina within 24 hours.

4. It is expressly agreed that all charges, costs and expenses of carrying Lessee's boat to the water from its place of winter land storage and/or from the water to its place of winter land storage, all repairs to said boat at any time made, sale of materials thereto, and all other costs and expenses incident thereto shall create a Security Interest in said boat, her tackle, apparel and furniture within the application of the Massachusetts Uniform Commercial Code, Mass. G. L. Chapter 106, Section 9-102 for the benefit of the Club, its successors and assigns.

5. In the event Lessee fails to pay the full amount owed to the Club within seven (7) days of the date said amount is due, the Club shall have the right to resort to all the rights and remedies granted under the Massachusetts Uniform Commercial Code, Mass. G. L. Chapter 106, Section 9-102, including without limitation Section 9-504, including but not limited to, the right of public or private sale.

6. In the exercise of the right of Public Sale of said boat, her tackle, apparel and furniture, written notice of the time and place of said sale shall be mailed to the Lessee seven (7) days in advance at the address referenced in this contract. Notice of said sale shall also be published in the *Lawrence-Eagle Tribune* and/or the *Newburyport Daily News* stating the time and place of said sale and describing the property in question. The Notice published in said paper or papers and the notice to Lessee may be concurrent.

7. It is understood that the Club shall deduct and pay to itself from the sale price all reasonable expenses incurred in and associated with the retaking, preparing for sale, selling and the like, reasonable attorney's fees and legal expenses as well as the debt owed.

8. The aforesaid remedies shall not exclude the creation of exercise by the Club of any common law lien, statutory or admiralty liens created by law, and it is expressly hereby agreed that a maritime lien, for any of the services set out above which are performed on said boat shall be created on said boat, her tackle, apparel and furniture, which maritime lien shall be enforced as an alternative remedy by the Club, its successors and assigns in either the Federal or State courts.

9. It is agreed that this contract may be altered, modified, or amended only by an instrument in writing signed by the Treasurer of the Club or another Flag Officer and by the Lessee.

10. It is agreed that the boat and all other property of Lessee, his/her employees and guests, which may be brought onto the Club's premises is at the sole risk of the boat owner and his/her employees and guests, and that neither the Lessor, nor the Club, nor its agents, servants and employees will be liable for loss or damage to person or property, and the Lessee agrees to indemnify and hold harmless the Lessor and the Club for all claims or losses arising from or occurring to Lessee's boat, his/her guests, employees and/or property.

11. Lessee acknowledges having reviewed the Newburyport Yacht Club Rules and Regulations, which are made a specific part of this contract, and Lessee hereby agrees to abide by and to be bound to said Rules and Regulations.

12. If, in its sole discretion to do so, the Club deems it to be in its best interests to require the Lessee to temporarily remove his/her boat from the Marina, Lessee agrees to do so immediately upon notice. In the event Lessee fails to comply with said notice, the Club reserves the right to remove the boat to a location of its choosing, and shall not be subject to any liability or any claims arising from this action.

13. In the event land storage and/or berthing rights are terminated for any reason, Lessee acknowledges that all other obligations to the Club shall remain unaltered. Lessee grants to the Club a Removal License thereby authorizing the Club to remove the boat from the Club's premises, and releases the Club and the Lessor from any and all liability whatsoever that may arise from any action taken by the Club under the Removal License.

Initials _____

