



**SOUTH SHORE YACHT CLUB
BOAT and MAST STORAGE CONTRACT**

Member: _____ Vessel Name: _____
 Address: _____ Registration No: _____
 _____ Type: Sail _____ Power _____
 Length: _____ feet Beam: _____ feet Area: _____ feet²

Term: SOUTH SHORE YACHT CLUB (the Club), in consideration for the payment of the fee stated below, hereby permits the Member to use that part of its grounds from the approximate period of October through May for the purpose of storing the members boat, mast and ancillary equipment (e.g. cradle, dock box, etc.) so long as the Member holds either an Active or Life Class of Club membership and is in good standing under the Club's By-Laws. The Member is further subject to all terms and condition of this BOAT AND MAST STORAGE CONTRACT ("Contract") and of the RULES AND CONDITIONS that are attached and incorporated herein in full and which may be updated or republished at any time by the Club in its sole discretion.

Storage Fee: Vessel storage will be billed at \$1.75/square foot. The fee may be modified, based on previously established boat length and beam measurements and/or confirmation of measurements during haul out. Other fees may be assessed as described below and in the RULES AND CONDITIONS.

Renewal: The Member shall have the right to renew this Contract for subsequent seasons on such terms and conditions as the Club may then offer, but the Club shall have the option to refuse the renewal if the Member violated any terms and conditions of the Contract and/or Rules and Conditions during the storage period.

Offer, rescission, withdrawal: The offer of this new or renewal Contract becomes binding upon the Club only if the Fee is timely received. The Club retains the specific right to rescind or withdraw the offer of this Contract if the Member fails to deliver full payment of the Fee, plus any late payment penalties accrued in the meantime, within 30 days after the Fee becomes due and payable per Club billing notice. The Club shall further have the right to rescind or withdraw the offer of this Contract if it is a renewal and if it is determined that the Member at any point during the term of the previous Contract was not a Member in good standing.

Member's Yacht: This Contract applies only to the yacht named and described above. Further, only yachts in which the Member (or Member and spouse) own a majority interest may be a Member's Yacht. The Club in its discretion may grant rights under this Contract to any new or replacement yacht acquired by the Member, but only after the Member files proof of ownership satisfactory to the Club, and only with the Club's permission. The Member must provide documentation sufficient to satisfy the Club of the nature and extent of the Member's ownership of the Member's Yacht at any time requested by the Club. Failure to provide such documentation will be grounds for terminating this Contract.

Proof of Insurance: No storage contract shall be valid until the member furnishes the Club with a Certificate of Insurance from an insurer licensed by the State of Wisconsin, showing that the member has a minimum of \$300,000.00 public liability insurance that will apply to the boat that is stored, during the time it is stored at the Club, and that the Club will be given notice of any cancellation or non-renewal. The Certificate of Insurance must be submitted with this signed Contract.

Boat Haul-Out/Launch Appointments and Miscellaneous Fees: Boat owners will be notified of the time intervals within which boats must be launched or hauled out. Boat haul-out will normally start after October 1st. Launching will normally start after May 1st. Appointments for haul-out or launch must be made, by the boat owner, through the Club Office at least 48 hours in advance of the requested time. The owners of boats stored in access aisles will be notified of the appointed launch time by the Derrick Operator.

Failure to be ready to launch at your appointed time may subject you to a \$100.00 penalty unless the appointment has been cancelled or revised 24 hours in advance. Launch times for boats in the access aisles cannot be revised or cancelled by the owner.

Failure to launch your boat and/or spar from the Club grounds by the final day of the launch schedule will be subject to a penalty of \$100.00 per day until the boat is removed from Club grounds.

Haul-out or launch time is limited to one hour per boat and ½ hour for a spar. If unusual circumstances require more time, arrangements must be made with the Derrick Operator, or a penalty of \$35.00 will be assessed for the first ½ hour over the allotted time, and \$25.00 for each additional hour.

Skids, trailers and structures for boats to be stored on Club grounds may not be placed on Club grounds sooner than 48 hours before haul-out and must be removed from Club property no later than 48 hours after launching. The Club reserves the right to assess a penalty of \$50.00 per day for violations and remove skids, trailers and structures from the Club grounds at the expense of the boat owner.

Right to Move Boats on Club Grounds: The Derrick Operator will place boats as deemed necessary for the best use of space. The Waterfront Services Committee and Derrick Operator reserve the right to move any boats on the Club grounds that it deems necessary without the permission or notification of the owner.

Release of Liability: Member recognizes that there are risks of injury to persons and property which may occur during the period that this contract is in existence and which might occur in the absence of any intentional or reckless conduct on behalf of the Club or any of its employees. In addition, the member recognizes that despite the Club's best efforts, members' property might be subject to theft, vandalism, fire and naturally occurring events over which the Club has no control.

The Club is not and will not be responsible for any injuries (including death), or property damage resulting, caused by, or growing out of the use of the Club facilities. The Member releases and discharges the Club and its officers, directors and employees from any and all liability for such loss, injury, death or damage to persons or property sustained incidental to the services provided under this Contract. The use of Club property is entirely voluntary and at the risk of the Member.

The Club provides launch and haul-out services using the Club crane and slings. Any other equipment, including but not limited to single-point lifting equipment, must be provided by the owner and is done so at the owner's sole risk and responsibility. The Club will not be responsible in any fashion for such owner-provided equipment.

In light of the above and in consideration of the benefits conferred, the undersigned agrees to release, indemnify and hold harmless the Club and its officers, employees and agents for any injury, death or property damage of any sort to anyone sustained during haul-out, launch or while the boat is in storage on the Club grounds, specifically including such injury or damage resulting from use of hauling or lifting equipment provided by the undersigned for use by the Club. This release applies to negligent conduct by the Club, its employees and agents, and to other conduct to the extent permitted by applicable law.

Fees: The fees for boat and mast storage for the current year are due as follows:

\$_____ Total Fee (\$1.75/square foot x vessel area)

\$_____ 200.00 Nonrefundable deposit due on or before June 30

\$_____ Balance due on or before July 25

CONTRACTS NOT PAID IN FULL BY JULY 25 ARE SUBJECT TO RESCISSION AND WITHDRAWAL.

The undersigned certifies that he/she has read, understands and accepts all the terms and conditions of the BOAT and MAST STORAGE CONTRACT.

Member Signature

Date: _____

SOUTH SHORE YACHT CLUB
Robert Karnauskas
Director, Waterfront Services