

Edgewood Yacht Club

Boat Contract – 2017

PART I: CONFIRMATION OF MEMBER INFORMATION: *(Please complete.)*

Name: First/Last _____

Address: Street _____

City/State/Zip: _____

Phone: Primary _____ Secondary _____

Email (required): _____ (used for all Club communications)

Name of spouse/partner and any junior members (include year of birth for junior members).

PART II: DOCKED OR MOORED VESSELS:

Provide full information for each docked or moored Vessel on Schedule A and complete the following (from Schedule A) for each docked or moored vessel:

Vessel #1:

Vessel #2:

Boat Name: _____

Annual Fee: _____

Note: Mooring contracts are payable in two equal installments due by February 15th and April 15th.

Dock and slip contracts are payable in three equal installments due by January 31st March 15th and May 15th.

PART III: OTHER BOATS (dinghy, dry-sail, kayak, etc.):

Provide full information for each boat other than a docked or moored vessel on Schedule B and complete the following (from Schedule B) for each boat:

Boat #1:

Boat #2:

Boat #3:

Boat Name: _____

Annual Fee: _____

All dinghy, drysail, kayak and other vessel storage contracts are payable in full on or before March 15th.

PART IV: INSURANCE CERTIFICATION:

I certify that I have liability insurance that covers all vessels identified above or in any current or future schedule to this contract. I agree to maintain liability insurance in effect for the full term of this contract. EVIDENCE OF CURRENT, IN FORCE, LIABILITY COVERAGE MUST BE RECEIVED FOR EACH VESSEL PRIOR TO THE VESSEL BEING BROUGHT TO THE CLUB.

PART V: TOTAL ANNUAL AMOUNT DUE: (Total from Parts II and III): \$ _____

This agreement includes the Terms and Conditions on the following two (2) pages and any attached schedules and constitutes a contract between the boat owner and Edgewood Yacht Club, Inc. (hereinafter referred to as "the Club"). This document and the Terms and Conditions attached to this document set forth the complete agreement of the parties. There are no other agreements, written or oral, related to this contract. Acceptance by the Club of an amended or additional schedule to this contract during the season will serve as an amendment to this contract. Otherwise, no changes or modifications to this contract are valid unless those amendments are in writing in the "Amendments: section and signed by both parties or are in writing, signed by both parties and specifically state that this contract is amended by that writing. The boat owner must be a member in good standing with all dues fully paid prior to this contract being accepted by the Club and must remain in good standing at all times in order to keep a boat at the Club.

Member/Owner Signature: _____ Date : _____

Fleet Captain or Marina Chair for the Club: _____ Date : _____

Edgewood Yacht Club

Boat Contract – 2017

2017 EYC Summer Contract – Terms and Conditions

1. Applicable laws and Club rules and regulations. Members and guests must at all times obey all laws and must abide by the rules, regulations of Edgewood Yacht Club, including the By-Laws, any rules and restrictions published in the Club Log, or the EdgewoodYachtClub.org internet site, and such other rules and regulations that from time to time may be enacted by the Board of Governors. Failure to follow the law or to abide by any applicable rules and regulations including those items published as part of these Terms and Conditions will be considered a breach of this Contract. This Contract may be terminated for violation of any law while on Club property or for the infraction of any applicable rule or regulation at the discretion of the Board of Governors.
2. Default. The boat owner and the boat itself will be in default if (a) he or she fails to make any payment when due, or (b) a bankruptcy petition is filed by or against him or her, or (c) he or she fails to keep any other agreement in this Contract, including these Terms and Conditions, (or) a boat occupies a slip mooring or dock space without a signed contract having been delivered to the Club in advance. If the boat owner is in default, the Club may cancel this Contract and/or assert any other legal remedy, and the boat owner shall pay all expenses, including reasonable attorneys' fees, court costs and interest at the rate of 1-1/2% per month. No refunds will be paid in the event that this Contract is terminated for default. Failure of the Club to exercise any remedy shall not constitute a waiver of the Club's right to do so in the future.
3. Employee Assistance and Boarding. Owners may request or allow Club employees to assist them from time to time, including but not limited to when landing, docking, accessing, boarding, stocking, launching or hauling a boat. In all such events, the Owner shall indemnify and hold harmless the Club, its members, officers and employees from any and all personal injury and or property damage, including harm to the vessel or its equipment resulting from or related to such assistance, however caused, even if caused by the negligence of the Club's employee.
4. Conduct. In addition to any published rules and regulations, the following Terms and Conditions apply:
 - a. Proper decorum must be maintained at all time while on Club property.
 - b. When the bar facility is open, open liquor is not allowed on Club property (except in docked or moored vessels and on the dock immediately adjacent to a docked vessel when the owner is present and acting as a host) unless purchased from the Club.
 - c. No grilling or open flame cooking is allowed in any vessel or anywhere on Club property except at barbeque facilities provided by the Club.
 - d. Children under age 12 must wear an approved floatation device at all times while on the docks.
 - e. Proper foot protection must be worn at all times while on Club property.
 - f. Shirts or cover-ups must be worn (except on or in the immediate vicinity of moored or docked vessels)
 - g. Smoking is only allowed in designated areas
5. Other Fees, Charges and Related Terms and Conditions. In addition to the fees, charges and conditions set forth on the first page of this Contract, the following terms and conditions apply:
 - a. Overall length includes all extensions, including but not limited to swim platforms, bowsprits, etc.
 - b. A dinghy is defined as a boat that is no more than 12' LOA and associated with a vessel that is docked or moored on a permanent basis at the Club. Members are eligible to store one dinghy at the published dinghy rate for each vessel he or she has docked or moored at the Club. All other vessels will be charged at the rates shown in this contract.
 - c. A live aboard member will be charged \$100 per month in addition to any other contract amount. A "live-aboard" is defined as a member who spends more than 50% of the nights in any calendar

Edgewood Yacht Club
Boat Contract – 2017

month on board his or her vessel.

- d. Dock fees include electricity for normal use (including climate control) while the member is present. Unusual electrical usage (including air conditioning) on days when the member is not present may, at the discretion of the Commodore or Club Manager, be billed at a rate of \$.25 per foot for each day of usage).
- e. A boat owner must be a member in good standing and must return both the first payment and a signed contract for a marina space by January 15th in order to reserve a slip and/or by February 5th to reserve a mooring for the season.
- f. Slips, moorings and dock spaces for which there is no signed contract or first payment will be issued on a first come, first served basis.
- g. Boats will not be allowed in the marina or mooring field if the boat owner (a) has not returned a signed contract or (b) is delinquent in any payment.
- h. Interest on any amounts past due shall accrue at a rate of 1.5% per month.
- i. Boats must be removed from Club property by the earlier of one calendar week following the club's published haul out date or by October 31st, whichever is later. Boats not removed on time may be moved or removed by the club at the owner's expense without prior notice and will be charged as follows: \$20 per day for the first 5 days beyond which the boat was required to be removed, \$50 per day for the next 5 days and \$100 per day thereafter.
- j. This Contract is a written storage agreement that is subject to the provisions of Chapter 46 of Title 34 of the General Laws of Rhode Island.

- 6. Limits of Liability and Indemnification. The Club makes no warranties as to the suitability of any facility or related services, including water, electricity and launch service. The Club, its officers, members and employees, will not under any circumstances be liable for any damage to the owner's boat or other property. It is the boat owner's sole responsibility to ensure that his boat is secured safely and in a manner that does not cause damage to his vessel, other vessels, the Club property, or the Marina. The boat owner and any person signing this contract on behalf of the boat owner hereby agree to indemnify and hold the Club, its officers, members and employees harmless from any suit, loss, cost or action of any kind arising for any reason related to the use of the Club and its property and facilities by the boat owner or any guest of the boat owner and/or which arise in any way or are related to the boat owner's membership in the Club and/or the use of any Club property or facility.
- 7. Liability Insurance. The boat owner is responsible for carrying adequate liability insurance on the vessel to cover damage that any vessel stored or used at the Club and to cover any damage such vessel may do to property belonging to the Club or to Club members and/or to other boat owners. The owner shall carry a minimum of \$250,000 liability insurance. No vessel will be allowed in the marina or mooring field without adequate insurance. The Club reserves the right to demand proof of such insurance.

Amendments Section: The parties have agreed to the following amendments (must be initialed by both parties to be effective:

Edgewood Yacht Club

Boat Contract – 2017

Schedule A Moored and Docked Vessels:

(provide complete information for each moored and docked vessel)

Vessel #1:

Boat Name: _____ Reg. Or Doc. # _____

Boat Type: _____ Make: _____

LOA (ft) _____ Beam (ft) _____ Draft (ft) _____

Insurance Company _____ Policy # _____

Fee for this Boat: \$ _____ (see schedule, below)

Vessel #2:

Boat Name: _____ Reg. Or Doc. # _____

Boat Type: _____ Make: _____

LOA (ft) _____ Beam (ft) _____ Draft (ft) _____

Insurance Company _____ Policy # _____

Fee for this Boat: \$ _____ (see schedule, below)

Schedule of Annual Fees:

Dock or Slip (\$70 x Boat LOA or slip, whichever is longer) \$

Mooring (Under 20FT, \$540 - Over 20FT. \$35 x Boat LOA) PLUS City of Cranston Fees (\$80)* \$

Dock or slip contracts are payable in three equal installments due by January 31st, March 15th and May 15th. Mooring contracts are payable in two equal installments due by February 5th and April 5th.

*If the Cranston mooring fee is increased, this amount will change. Any increase in the fee will be billed when notification of the fee increase is received by EYC.

Edgewood Yacht Club

Boat Contract – 2017

Schedule B Other Vessels:

(provide complete information for each vessel stored at the Club that is not identified in Schedule A)

Boat #1:

Boat Name: _____ Reg. Or Doc. # _____

Boat Type: _____ Make: _____

LOA (ft) _____

Fee for this Boat: \$ _____ (see schedule, below)

Boat #2:

Boat Name: _____ Reg. Or Doc. # _____

Boat Type: _____ Make: _____

LOA (ft) _____

Fee for this Boat: \$ _____ (see schedule, below)

Boat #3:

Boat Name: _____ Reg. Or Doc. # _____

Boat Type: _____ Make: _____

LOA (ft) _____

Fee for this Boat: \$ _____ (see schedule, below)

Annual Fees:

- Dinghy Storage – 12 Ft or less: \$90 (Only available if a primary vessel is docked or moored at EYC – one per each moored or docked vessel.)
- Drysail Storage – 14 Ft or less, single hull, not on a cart or trailer: \$175, unless Dry Storage member which is \$350.
- Oversized Drysail Storage: Offered on a “space available” basis. Annual fee is determined on a case by case basis with charge determined proportionately to the regular dry-sail storage fee based on the size of the vessel to be stored. Please consult the club manager for price and availability.