

Livery Agreement Header

Each boat livery shall register with the Keuka Yacht Club annually and pay the appropriate fee prior to utilizing the livery service. Non-boating/Social and Crew memberships are not eligible for livery service.

Ad	Last Name Firs dress	First Name City			
Sta	ate Zip E-mail Addre				
Tel	ephone #(s) ()	or <u>(</u>)			
Во	at #1 info				
Во	at #2 info				
	at #3 info Type (motor/sail/other) Make Model ditional sheets if necessary	Color(s) Registr	ation #	Length (ft & in	
	Livery Service	Boat Length (ft)	Rate	Amount Due	
	Summer Livery (Lake Level)		x \$8/ft		
#1	Summer Empty Trailer Storage (Trailer Lot Only)		x \$4/ft		
t #	Summer Rack Storage (Lake Level)		x \$4/ft		
Boat	Winter Storage (Lake Level)		x \$4/ft		
ğ	Winter Empty Trailer Storage (Trailer Lot Only)		x \$4/ft		
	Winter Rack Storage (Lake Level)		x \$4/ft		
	Summer Livery (Lake Level)		x \$8/ft		
~	Summer Empty Trailer Storage (Trailer Lot Only)		x \$4/ft		
#2	Summer Rack Storage (Lake Level)		x \$4/ft		
Boat			x \$4/ft		
30	Winter Storage (Lake Level)		x \$4/ft		
_	Winter Empty Trailer Storage (Trailer Lot Only)				
	Winter Rack Storage (Lake Level)		x \$4/ft		
	Summer Livery (Lake Level)		x \$8/ft		
#3	Summer Empty Trailer Storage (Trailer Lot Only)		x \$4/ft		
at ;	Summer Rack Storage (Lake Level)		x \$4/ft		
Boat	Winter Storage (Lake Level)		x \$4/ft		
В	Winter Empty Trailer Storage (Trailer Lot Only)		x \$4/ft		
	Winter Rack Storage (Lake Level)		x \$4/ft		
	mmer Season = April 1 – October 31 hter Season = November 1 – March 31	Total Livery: \$			
fy tha	at I have read four pages of this agreement, that the information			of my knowledge	
	that I accept the terms and conditions set				
Οw	vner's Signature		Date		
• • •	FOR KYC USE	ONLY			
	FOR KIC USE				
	Received Approved by	Da	ite Approve	ed	
Date					

KEUKA YACHT CLUB SLIP AND/OR LIVERY AGREEMENT

Member(s):									
		r Family Membership, inclu	de both members)						
List all boats and trailers covered by this agreement. (If additional or different boats or trailers are to be included in the future, an additional or amended agreement will be required)									
Boat 1:	Make	Model	Serial #						
Boat 2:	Make	Model	Serial #						
Boat 3:	Make	Model	Serial #						
Trailer 1:	Make	Model	Serial #						
Trailer 1:	Make	Model	Serial #						
Trailer 1:	Make	Model	Serial #						

In consideration for the right to use and occupy a portion of Club grounds for purposes of parking a boat and or a trailer, or occupy a designated slip at Keuka Yacht Club, I agree and acknowledge that the right to use and occupy such space or slip is by License under NY law, and the relationship of landlord/tenant is not intended t be created. I agree to be bound by and comply with all rules and regulations that may, from time to time, be issued by Keuka Yacht Club including those set forth below. This agreement shall continue indefinitely for as long as I may own the boat or trailer described in the attached Application Form, and shall apply at all times the boat or trailer may be found on Club grounds or at any dock under Club control, until the member resigns, loses or forfeits rights for non-payment of dues or fees, or is expelled for any violation of Club Rules as may be determined by decision of the Board Of Directors and has been removed from the Club ground following the release of any lien provided for herein. The following terms and conditions shall apply:

- 1. I assert and affirm that the boats and trailers included in this agreement are licensed, titled and/or owned (if no title or license exists) by the member or members executing this agreement.
- 2. A Club sticker or identification tag shall be affixed to each and every boat, other vessel or trailer that may be authorized to use or occupy Club grounds or docks in accordance with this agreement. Boats, other vessels or trailers not bearing a Club sticker shall not be permitted to occupy any slip or portion of Club grounds.
- Keuka Yacht Club, its agents and/or employees shall not be liable either jointly or severally for damages to persons or property while the same are on Keuka Yacht Club property or on docks controlled by the Club, occasioned by fire, explosion, theft, collision, act of God, or any other cause.

- 4. Members subject to this agreement agree to indemnify Keuka Yacht Club, its agents and/or employees against any claim for damage arising as a consequence or any cause whatsoever to persons or property caused by the member or guests while on Club property. Guests, relatives, and members of the KYC member's immediate family shall be presumed to be within the limits of Keuka Yacht Club at the request of, or with the permission of the KYC member, who shall be responsible for all actions or omissions by said persons giving rise to liability.
- 5. Keuka Yacht Club encourages boat owners to be adequately covered with proper insurance. I will accept responsibility for damages that I, or my guests may cause and will indemnify and reimburse Keuka Yacht Club for the reasonable cost of any such damages that may occur promptly upon demand.
- 6. Keuka Yacht Club shall have a lien on the boat described herein for any unpaid fees or storage charges under the terms of this agreement.
- 7. Each member shall remove the boat or cause the same to be removed within five (5) days after the expiration of this agreement, and Keuka Yacht Club shall have a lien upon the boat described herein for the reasonable rental and special charges or costs Keuka Yacht Club shall incur and may assess the applicant for failure to remove the boat or cause it to be removed within the said five (5) days.
- 8. Keuka Yacht Club shall have the right to terminate this agreement by giving in writing to the member twenty-four (24) hours notice prior to such termination, if the cancellation of this agreement is due to member's violation of the rules and regulations in this agreement or failure to comply with any of the conditions stipulated herein.
- 9. I assume all risks of loss of property and injury to myself or other persons arising from the use of docking facilities, and Keuka Yacht Club expressly disclaims any liability whatsoever arising from this permit.
- 10. I acknowledge that specific slip and land space assignments of boats are at the sole discretion of Keuka Yacht Club and may change during the season as required by the Harbormaster or decision of the Board of Directors.
- 11. Repair costs or property losses resulting from applicant's boat breaking loose from its mooring or sinking or causing damage to other boats or docks will be the responsibility of the applicant.
- 12. Mooring lines for all boats must be new or in like-new condition at least 3/8" nylon and include mooring snubbers, subject to approval or rejection and directions for remediation by the Harbormaster. Members will be responsible for proper mooring of each boat to docks. Adequate fenders must be provided by members for protection of boats and docks. Slip reassignment from time to time may be required in the discretion of the Harbormaster or Board of Directors.
- 13. Any boat entering or leaving any dock area must do so in a safe manner. Any reckless operation any boat in or near the dock areas, failure to observe water safety requirements, or violations of New York State law may result in termination of this agreement.

- 14. Proper footwear must be worn by all members using the grounds or docks in accordance with this agreement. "Boat-shoes" or other non-slip footwear are required.
- 15. Slips may only be occupied during the boating season, commencing April 1 and terminating October 31.
- 16. Prior to parking any boat or trailer on club grounds, or occupying any slip, all members must remit annual payment in full, tendered in connection with a new or existing Slip & Livery Agreement, with approval by the Harbormaster prior to occupying Club grounds or slips.
- 17. Members renewing slip rentals must tender the rental payment by January 31 of the following year to secure renewal for the upcoming season.
- 18. Disorderly or indecorous conduct, or actions which might be reasonably expected to threaten or cause injury or damage to life or property on the part of any person using, visiting, or occupying a vessel within the geographical limits of Keuka Yacht Club, by any member, relative or guest, shall be cause for termination of this agreement.
- 19. Violation of any of these rules or laws on the part of an occupant, owner, or operator of a vessel using Keuka Yacht Club shall be cause for the immediate revocation of the permit applying to such vessel by Keuka Yacht Club and no refund or partial refund will be made.
- 20. New York State law prohibits all personal watercraft/jet-skis within 500 feet of a designated swim area. In accordance with Club policy, no personal watercraft/jet-skis will be allowed within the physical boundaries of Keuka Yacht Club, including storage, visiting, picking up, or dropping off.

Dated	 	 	
Member			
Dated	 	 	
Member			

Must be signed by both spouses for married couples.