



**Rock Hall Yacht Club
Wet and Dry Boat Storage Annual Agreement**

Land ___ Rack ___ Dolly ___ Slip ___ Mooring ___
Assigned # _____

Please print neatly!

Owner of Boat or Authorized Agent Full Name (Lessee) _____
 e-mail address _____
 Mailing Address _____ City _____ State _____ Zip _____
 Work # _____ Home # _____ Cell# _____
 RHYC Member # _____

BOAT 1 Information

Name _____ Hull ID # _____ State Reg. # _____
 LOA _____ Color _____ Make _____ Model _____ Year _____
 Hull Style (circle one): FLY BRIDGE EXPRESS RUNABOUT SAIL CABIN CENTER CONSOLE OTHER _____
 Engine make _____ Single ___ Twin ___ Total Horsepower _____ Diesel ___ Gas ___
 Trailer Make & Model: _____ License Plate #: _____ Ball Size: _____

BOAT 2 Information

Name _____ Hull ID # _____ State Reg. # _____
 LOA _____ Color _____ Make _____ Model _____ Year _____
 Hull Style (circle one): FLY BRIDGE EXPRESS RUNABOUT SAIL CABIN CENTER CONSOLE OTHER _____
 Engine make _____ Single ___ Twin ___ Total Horsepower _____ Diesel ___ Gas ___
 Trailer Make & Model: _____ License Plate #: _____ Ball Size: _____

Boat Insurance Information MUST BE PROVIDED IN ADVANCE OF STORAGE FOR EACH VESSEL

Rock Hall Yacht Club shall be listed as an additional insured on the policy covering a boat stored on RHYC property.

Insurance carrier: _____ Policy #: _____ Policy in effect through date: _____
 A copy of Certificate of Insurance is attached here to and made a part of this contract . Lessee Initials: _____

This agreement is made this _____ day of _____, 20___ between the Rock Hall Yacht Club of Rock Hall Maryland Inc. hereinafter **Club** having an address at 22759 McKinleyville Rd, Rock Hall MD 21661 and _____ having an address of _____ hereinafter **Lessee**. **The Purpose** of this annual agreement is to provide wet and or dry storage for a vessel and trailer owned by a member in good standing, of the **Club**. Storage shall be on the property, slip or mooring owned by the **Club** and affords the **Lessee** the use of the ramp, lifts or beach area for vessel launching, **The Term** is for one (1) calendar or seasonal year as defined herein and must be renewed each successive year.

Terms and Conditions

- 1. Membership:** The **Lessee** must be and remain a member of the **Club** for the duration of this agreement and understands and agrees to abide by the rules, made a part of this agreement and established by the **Club**, for the privilege of storing a vessel and trailer on the property. The **Lessee** further agrees that should his membership or this annual agreement, be discontinued for any reason, he must remove the vessel and trailer from **Club** property within thirty (30) days of either of those events.
- 2. Seizure of Vessel and or Trailer:** Should the **Lessee's** membership cease or the annual agreement not be renewed and if the vessel and trailer are not removed from the property within the allowed time period, the **Club** will consider the vessel abandoned and in that case, the **Club** may proceed to seize or place a lien on the vessel and trailer.
- 3. Rent:** **Lessee** agrees to pay the **Club** rent for the use of the slip, mooring or land space. The amount of the rent is based on vessel size and is detailed on the **Club's** [web site](#). Boat storage is based on a calendar year and runs from January 1st through December 31st. This completed, signed contract and payment of rent reserves the assigned slip, mooring, or storage space for the calendar year. The **Lessee** acknowledges that any vessel stored in slips or moorings must not be placed in or on those devices before April 15 and must vacate those devices no later than October 31.
- 4. Vessel and or Trailer:** The **Lessee** agrees to use the slip, mooring or land space only for the vessel and or trailer as described above which is made a part of this agreement.
- 5. Compliance with the Law:** **Lessee** agrees that while the vessel and or trailer is on **Club** property they will comply with all local, state and federal laws and statutes dealing with, safety, environmental issues and rules of the road and will use prudent judgment and good seamanship at all times.
- 6. Hold Harmless:** **Lessee** agrees that he has inspected the slip or mooring that has been assigned to him and that it is in good condition and adequate to secure his vessel for its intended stay. And, as such further agrees to indemnify, release and hold harmless the **Club**, its members, employees, officers and directors for any and all loss, cost, including attorney's fees, or claim regarding damage of any kind, regardless of the extent of that damage, that may occur to the vessel while launching, by any means, or docked or moored. **Lessee** further agrees to return the slip or mooring to the **Club** in the same condition it was at the commencement of this agreement, normal wear and tear excepted.
- 7. Care, Custody and Control:** Nothing contained in this agreement shall be deemed or be construed to be a bailment of or for the vessel or trailer



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stored on **Club** property. Any vessel or trailer stored on **Club** property shall, at all times, remain the sole responsibility of the **Lessee** and remain in their sole custody, care and control who alone shall be responsible therefor.

8. Owner's Access. During the time of this Boat Storage Contract Lessee has access to the boat to work on it. In addition, if Lessee desires work on the BOAT Lessee's outside contractor performing that type of work may access the BOAT, provided the outside contractor first provides a Certificate of Insurance satisfactory to the Rock Hall Yacht Club, naming Rock Hall Yacht Club as an additional insured. Lessee acknowledges that the outside contractor's insurance does not absolve OWNER of responsibility for injuries or damages arising from the outside contractor.

9. Insurance: Lessee agrees to procure and keep in effect Liability Insurance covering loss of life, injury or damage to property, with a minimum limit of 500,000/500,000/500,000 for the term of this agreement. This insurance shall be primary but may be a part of the **Lessee's** Home Owners policy. Coverage must include damage done by the vessel while stored, during launching or underway. **Lessee** further agrees to deliver to the **Club** evidence of said insurance before the vessel and or trailer are delivered to the **Club's** property, slip or mooring.

10. Assignment of Agreement: This agreement and the privilege of the use of **Club** property, storage, slip or mooring rental is not transferable, except with the express written consent of the **Club**.

11. Emergency Vessel and or Trailer Evacuation: Lessee is responsible for storing their vessel and trailer safely and securely and will be held responsible if such items cause damage to either a member, guest of a member, another member's property or club property. In the event of an expected high water event or named storm warning covering the Chesapeake Bay and its surrounding area, given by NOAA, **Lessee** is solely responsible to respond and move their vessel and or trailer, to high ground or to a more secure place off **Club** property. The **Lessee** acknowledges that they are one of many vessels stored on **Club** property and that the **Club** has limited response resources and therefore cannot be expected to relocate vessels and trailers. In the event of the aforementioned situation occurring, the **Lessee** must contact the **Club**, at the earliest possible time, via phone or email, to inform the **Club** of the **Lessee's** plans to either move or secure their vessel and or trailer. The **Club** is under no obligation to respond and to protect the **Lessee's** property and in any event the **Club** will not move a vessel on the water. However, should the **Club** be requested or required to move the vessel and trailer stored on the land to safety, for the purpose of protecting other property and club property, and the **Club** is able to do so as a *good Samaritan*, the **Lessee** agrees to make a one hundred (\$100.00) dollar donation, payable to the **Club**, for each time their vessel and or trailer is moved. Nothing in this paragraph shall eliminate the **Lessee's** obligation to care for their vessel and or trailer.

12. Early Termination of Agreement: This agreement is for a term of one calendar or seasonal year as defined herein. However, either party may terminate this agreement for any reason with 30 days prior written notice of its intent to do so, said written notice must give the reason for early termination. The **Lessee** will have that 30 day time period to remove their property from **Club** property. If the property is not removed within that 30 day time, the **Club** may consider the vessel abandoned and may proceed against it as described in Paragraph 2.

Should early termination be evoked by the **Club** for nonpayment of **Club** debt of any kind, or non-compliance to the rules of storage or any other violation of this agreement; the **Lessee** will have 30 days from the date of written notice to pay all outstanding **Club** debt and or correct the rules violation. If, in the opinion of the **Club**, the situation is corrected, the early termination will be reversed and the **Lessee** may continue to store their vessel and or trailer on **Club** property.

Should early termination be evoked by the **Lessee** for cause, such as but not limited to illness or home relocation, and proper written notice has been given and the vessel and or trailer has been removed from **Club** property, the **Club** will prorate and refund any unused storage fees to the **Lessee** within 30 days of the effective termination date.

13. Notices: All notices will be sent to the **Club** at RHYC, PO Box 317, Rock Hall, MD 21661 or to the **Lessee** at the addresses shown on this agreement, unless a written change of address for the **Lessee** has been given to the **Club**.

14. Exercise of Rights: Should the **Club** exercise any of its rights or remedy under this agreement or at law it shall not constitute a waiver of any other right or remedy arising hereunder. Nor shall the failure of the **Club** to exercise any right or remedy under this agreement constitute a waiver thereof.

15. Invalidity: Should any part, clause or paragraph of this agreement found to be invalid or un-enforceable, by a court of competent jurisdiction, such finding does not invalidate the remaining agreement in whole or in part.

16. Governance: This agreement, its schedule(s) and attached storage rules supersede and replace any and all other agreements, written or verbal, between the parties. It is the final and entire agreement, there are no warranties or representations as to the fitness for use, expressed or implied of any storage space, slip or mooring rented hereunder. This agreement shall not be changed or modified, except by written agreement signed by both parties. This agreement shall be governed by the laws of the state of Maryland.

I (We) certify that I (we) have read the above contract, shall comply with all terms and conditions, and have completed it to the best of my (our) ability.

Lessee

Date

RHYC Harbormaster / Club Representative

Date

Note: Boat storage fees are defined on www.RockHallYachtClub.org