

Boat Yard Storage Contract Rev 1.- 2022

Agreement of Lease

Name of Boat: Doc. or Registration #

Make of Vessel: Vessel Length:

Power or Sail Trailer? y/n:

Insurance Company Policy no. Insured Value \$

The Acushnet River Safe Boating Club, Inc. (ARSBC) hereinafter called the LESSOR and of hereinafter called the (Boat owner's name) (Boat owner's address)

LESSEE, hereby agree as follows:

Article One: Consideration at \$5.00/foot for permanent slip holders, \$10/ft. for non-permanent

For and in consideration of (\$) dollars, the LESSOR agrees to lease to the LESSEE, storage for the boat described above, in a position as assigned by the Yard Chairman, for the period beginning September 1, 20 and ending June 1, 20. Acceptance of this consideration by the LESSOR may allow a storage position next season for the same vessel, so long as the LESSEE is in good standing as a member of the ARSBC AND next season's yard storage lease is properly executed and paid for.

Article Two: Parking

The LESSOR agrees to permit the LESSEE to park two four-wheel vehicles on the grounds of the LESSOR'S premises in assigned places. The LESSEE agrees to clear all debris, waste and other materials and to maintain the premises assigned for parking and the assigned storage area in a clean and orderly fashion.

Article Three: Storage

The LESSEE agrees to provide his/her own items such as trailer, cradle, jacks, stands, blocks, tackles, timbers, canvas, lines and equipment of sufficient strength, design and description to secure his/her vessel safely, such items to be approved by the LESSOR. The LESSEE agrees to notify the LESSOR 48 hours prior to placing the LESSEE'S boat on the LESSOR'S property so as to allow the LESSOR to designate the appropriate placement of the boat. No more than three feet of space shall be allowed between boats as measured gunwale to gunwale at the nearest point unless pre-approved by the LESSOR'S Yard Chairperson. Failure to comply with this section will result in the LESSEE being required to move the boat at the LESSEE'S expense.

Article Four: Maintenance

The LESSOR agrees to permit the LESSEE to perform on the vessel such general maintenance as is customary to lay-up a vessel for storage and to take a vessel out of lay-up and preparing the vessel for the boating season. However, no one is allowed to pressure wash any vessel on the LESSOR'S property. This includes the LESSEE, his Agent or anyone acting on the LESSEE'S behalf. The LESSEE may use such utilities as electricity, water and other equipment made available by the LESSOR.

When working on the outside of the hull of the vessel, the LESSEE must cover the ground below the work area with a tarp, plastic, canvas or similar protective barrier to collect any droppings, not limited to paint, sanding dust, paint chips and other debris. The LESSEE must then collect such debris and remove it from LESSOR'S property and dispose of it properly.

The LESSOR will have the right to inspect each vessel regarding the use of such utilities and equipment. The LESSOR will have the right to inspect and observe the maintenance being performed. The LESSOR has the right to stop all work to the vessel and the use of any utilities and equipment for any infraction contained herein.

LESSEE'S initials dated

**Article Five: Removal of Vessel**

The LESSEE agrees that upon the expiration date of the lease or upon written notice by the LESSOR, the LESSEE will, at the LESSEE'S expense remove the vessel and all its gear, equipment, parts thereto from the LESSOR'S premises. A LESSEE may request an extension of the lease expiration date from the LESSOR by appearing before the ARSBC Board of Directors at a regularly scheduled January through May monthly meeting. The Board of Directors meets on the first Tuesday of each month at 7:30 PM. If an extension is granted, the LESSEE agrees to pay \$10.00 per day for each day of the lease extension. **If an extension is not granted, the LESSEE agrees to pay a \$50.00 per day fee** for each day the vessel remains on the LESSOR'S property after the lease expiration date or the date specified in the written notice. If an extension is not granted for gear, equipment, or parts thereto, the LESSEE agrees to pay a \$10.00 per day fee for each day any items remains on the LESSOR'S property after the lease expiration date or the date specified in the written notice.

If the LESSEE sells or transfers his vessel to a non-member of ARSBC, the LESSEE must notify an officer, board of director or the yard chairperson within three days of the sale or transfer and provide a copy of the sales agreement or transfer document. The LESSEE must insure that the new owner removes the vessel from the LESSOR'S property within seven days of the sale or transfer. If the vessel is not moved within seven days of the sale or transfer, the LESSEE will be assessed a fee of \$50.00 per day until the vessel is removed. The LESSOR will hold the LESSEE responsible for all cost associated with removing the vessel from the LESSOR'S property, including legal fees and the cost of moving any other vessel to allow access to the LESSEE'S vessel, in the event the LESSOR must have the vessel removed.

**Article Six: Lien**

The LESSEE grants to the LESSOR and understands that the LESSOR will take and secure a lien on the vessel of the LESSEE for security for satisfaction of each and every covenant in this agreement.

**Article Seven: Release and Indemnification**

It is agreed and understood that the LESSOR will not be responsible for wear and tear, gradual deterioration, inherent vice, or repair or replacement of a part of the area leased. Nor will the LESSOR be responsible for the theft, disappearance of equipment or accessories or theft of the entire vessel. The LESSOR furthermore is not responsible for any loss directly or indirectly caused by fire, lightning, wind, storm, hail, smoke, explosion, riot, civil commotion, aircraft, and other vehicles, frost, cold weather, ice, snow, sleet, rainwater, water driven by wind, flooding, vandalism, malicious mischief, burglary, larceny, power failure, surface water, waves, tidal water or tidal wave, hurricane, tornado, snow storm or snowfall.

The LESSEE does for himself, his heirs, administrators, remit and assign and forever discharge the LESSOR from any and all claims, cause of action or any injuries to the LESSEE and any property damage, losses suffered by the LESSEE which may be caused from any causes occurring directly or indirectly from the use of the premises owned by the LESSOR. The LESSEE further agrees and covenants to protect, indemnify and hold harmless the LESSOR from any and all claims and causes of action or for any injuries or damages which may occur from any cause directly or indirectly to the use of the LESSOR'S premises by the LESSEE.

It is intended by the LESSOR and agreed to by the LESSEE, that the LESSEE will be solely responsible at all times for the care and maintenance of the LESSEE'S vessel and absolves the LESSOR of all liability for harm or injury to said vessel.

Witnessed our hand and seals, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Acushnet River Safe Boating Club, Inc. \_\_\_\_\_ LESSOR.

LESSEE: \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_