

Hobcaw Yacht Club Dry Storage Slip Rental Policy and Terms

1. PARTIES TO AGREEMENT The parties of this Lease Agreement are the Hobcaw Yacht Club, PO Box 21, Mt. Pleasant, SC 29465, hereinafter referred to as Lessor, and _____ hereinafter referred to as Lessee.

2. LESSEE IDENTIFICATION Lessee's full name and address are:

Name: _____

Address: (Street, City, State, Zip) _____

Email Address: _____

Phone Number (Cell / Home): _____

Vessel Manufacturer: _____ Model / Length (LOA): _____

Hull Identification or Registration Number: _____

3. LEASE DURATION: This Lease Agreement duration is for twelve (12). The lease period runs from January to December.

4. RENEWAL OF THIS LEASE AGREEMENT: This Lease Agreement does NOT automatically renew. However, tenancy shall give Lessee renewal priority over another applicant for the slip up to March 1 of the year of the lease. This Lease Agreement shall be renewable only by signing a new agreement.

5. LEASE NOT TRANSFERABLE: This Lease Agreement is not transferable, without the Lessor's written consent, to another person or for any vessel other than that specifically describe above. 6. LEASE AMOUNT AND PAYMENT: The monthly lease amount is \$100 per month and payable with the Lessee's Quarterly Hobcaw Yacht Club Membership Dues. Late lease payments shall be treated in the same manner as late Hobcaw Yacht Club Membership Dues.

7. TERMINATION BY LESSEE: Should Lessee terminate this Lease Agreement, Lessee must send a written (electronic or postal) termination letter to the Lessor Attention of the Boatyard Chairman: hilldurant@gmail.com. Quarterly Lease Payments may be refunded on a monthly-prorated basis.

8. TERMINATION BY LESSOR: If at anytime it is considered by the Lessor to be in the best interest of the Hobcaw Yacht Club or its membership, Lessor reserves the right, after seven (7) days notice, to terminate this Lease Agreement.

9. RELOCATION OF DESIGNATED DRY STORAGE SLIP: Lessor shall have the right, from time to time, upon no fewer than 10 day's notice to Lessee to change the Designated Dry Storage Slip. 10. VESSEL IS INSURED: Lessee warrants that the Vessel is insured for liability. Lessee agrees that Lessee will be held responsible for any damage, which Vessel and or Trailer may cause, by any means, to other vessels in the Hobcaw Yacht Club Boatyard or to the Hobcaw Yacht Club structures, equipment or facilities.

11. INDEMNIFICATION: Lessee agrees to defend, indemnify and hold harmless lessor, its Board Members, managers, agents and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys' fees, for personal injuries including death, or damage to property arising out of use by Lessee (including Lessee's family, agents, guests or invitees) of the Vessel, or the mooring of the Vessel by Lessee.

12. VESSEL IS IN GOOD CONDITION: This Lease Agreement if contingent upon examination and approval by the Lessor of the Vessel. Vessels not in good working condition will not be admitted to the

Hobcaw Yacht Club. Failure to maintain the Vessel in good condition shall be cause for termination of the Lease Agreement. The condition of the Vessel shall be appraised and determined by the Hobcaw Yacht Club Board, in its sole discretion. All decisions of condition and maintenance of good condition made by the Hobcaw Yacht Club Board shall be final and binding on the parties.

13. DRY STORAGE SLIP VESSEL USE REQUIREMENT: The dry storage slips are not for long-term boat storage. Lessee agrees to use their Vessel a minimum of eight (8) days per calendar year. Violation of this use requirement shall be cause for termination of the Lease Agreement.
14. DRY STORAGE SLIP MINIMUM VESSEL SIZE REQUIREMENT: Vessels with a LOA 18' or greater according to their registration documentation will be permitted in the dry storage slips. Lessees as of January 2013 with vessels with a LOA of less than 18' are grandfathered.
15. LESSOR NOT LIABLE FOR FIRE, THEFT, ETC: Lessor and its Boatyard Manager will take all reasonable precautions to protect the safety and property of lessee. However, Lessor and its Boatyard Manager assumes no responsibility for the safety and any vessel moored in the Hobcaw Yacht Club and will not be liable for fire, theft, damage or vandalism to Lessee's Vessel, its equipment, appurtenances, engines, dinghies, etc., however arising; it being the parties understanding that Lessee shall moor and or park the Vessel at Lessee's own risk.
16. REMOVAL OF VESSEL UPON TERMINATION: Upon termination of this Lease Agreement for any reason, Lessee agrees to remove Vessel from the Hobcaw Yacht Club within seven (7) days notice of termination.
17. MISCELLANEOUS TERMS:
 - a. Miscellaneous equipment / items are not allowed to be stored in the slips.
 - b. Dry slips and the immediate surrounding vicinity are not to be used for vehicle parking.
 - c. Lessee agrees to keep dry slip free of trash and debris regardless of its origin.
 - d. Lessee agrees to promptly move the vessel when given advance notice of boatyard maintenance and repairs and grants Lessor or its agent permission to move the vessel during these times.
 - e. Lessee is responsible for removal of vessel in the event of a weather emergency.

I certify that I have read and agreed to the above terms and that I will agree to abide by the current Rules and Regulations of the Hobcaw Yacht Club.

LESSEE

DATE

LEASE ACCEPTED:

By _____ HOBCAW YACHT CLUB, LESSOR

Date _____

