



Hackensack Yacht Club Incorporated
Established 1908
WINTER STORAGE CONTRACT

This Agreement made on the ____-day of _____ 20____ by and between the HACKENSACK YACHT CLUB, INC, hereinafter called the CLUB, and _____ whose address is _____ who is the owner of record of the vessel named _____ WITNESSETH: That the CLUB and the OWNER, for good and valuable consideration agree as follows:

1. The CLUB agrees to lease space (outdoor) for the winter storage season for the year 20____ for the boat known as _____, whose registry number is _____, whose overall length is _____ feet and whose beam is _____ feet.
2. The OWNER agrees to pay the CLUB for storage space and utilities the sum of \$ _____ upon the signing of this contract, in accordance with the published rate schedule. This sum is based on the total length of the vessel (w/o bowpulprit and swim platform, if any) at the rate of the per foot price as published.

In case the pulprit or platform interferes with the movement of boats in front of or behind of, it must be removed or measured as additional length overall.

The OWNER agrees that the CLUB has the authority to measure the vessel should the state length or beam be questionable. The CLUB and OWNER agree that any errors in the amount paid for Winter Storage shall be settled immediately upon determination of the proper fee due, whether in favor of the CLUB or the OWNER.

3. Applications are subject to SENIORITY in accordance with the BY-LAWS of the CLUB up to and including SEPTEMBER 15th and space availability thereafter at the time of receipt of the application.
4. The OWNER agrees that in the event of sale or ownership of said vessel or any property stored on the premises, the previous OWNER shall be responsible for DUES, ASSESSMENTS, WORK or PAY monies due the CLUB. The new OWNER shall be responsible for DUES, ASSESSMENTS, WORK or PAY monies due the CLUB. The new OWNER shall be responsible for storage and launching fees. The CLUB shall be notified within 48 hours after consumption and in writing, will supply the CLUB with the name and address of record and telephone number of the purchaser. The OWNER will present the purchaser to the COMMODORE and/or VICE commodore and will be informed of his privileges and responsibilities while on CLUB property. As a non-member, he shall deposit a sum sufficient to guarantee any costs involved to the CLUB for launching of said vessel.
5. The OWNER agrees to comply with the RULES established for the YARD by the CLUB as published.
6. As part of this agreement, the OWNER agrees that neither the CLUB, its members, servants, agents and/or employees shall be liable for any damage, loss, destruction, delay in handling and/or launching, or deterioration of or to said vessel or any article or thing attached thereto or left thereon or the contents thereof from any cause whatsoever, regardless of fault, and the OWNER also agrees that neither sustained by the ONWER, his agents, servants, employees, invitees or licenses, or any person as a regence of the CLUB, its members, servants, agents and/or employees or otherwise, and the OWNER agrees to indemnify and save harmless the CLUB, its members, servants, agents and/or employees, from any loss, damage, destruction, delay or deterioration as aforesaid, or by reason of any such personal injury or loss sustained by the OWNER, his agents, servants, employees, invitees or licenses or any person aforesaid.



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7. The CLUB shall use its best efforts to haul or launch said vessel at such times as the OWNER desires. However the OWNER agrees that the CLUB, its members, servants, agents and/or employees, shall not be liable for any reason whatsoever for damages if said times as aforesaid are not met.
8. The CLUB shall have a lien on the vessel hereafter mentioned, its contents and the equipment, for any charges due for work performed, storage of same and for the balance of any other account which may be due and owing by the OWNER to the CLUB.
9. Boats coming to the Club for handling should have suitable lines, clean fenders, and chocks in good condition. IF CHOCS ARE NOT PROVIDED BY THE OWNER, the CLUB will arrange to have them made at an approximate cost of \$100.00.
10. Boats arriving to EARLY or to LATE to meet their specified haul date and yard position will be placed in the yard by the Vice Commodore and given a NEW LAUNCH DATE relative to their placement in the yard.
11. In the event that the CLUB process to Court to collect any amounts due by the OWNER, then the CLUB shall be entitled to recover, in addition to any amount due for storage, balance on the OWNER'S account or work performed, all court costs, and reasonable attorney's fees incurred by the CLUB.
12. THIS AGREEMENT WILL NOT BE CONSIDERED COMPLETE UNLESS ACCOMPANIED BY PAYMENT (INCLUDING SALES TAX), A COPY OF THE INSURANCE POLICY, A COPY OF THE BOATS REGISTRATION AND THE HAUL AND LAUNCH DATES REQUESTED. IF ANY OF THESE ARE MISSING, THE AGREEMENT WILL BE RETURNED TO THE OWNER. SENIORITY AND SPACE AVAILABLE WILL BE ALLOCATED BASED ON THE DATE A COMPLETE AGREEMENT IS RECEIVED.

!! NO BOAT WILL BE HAULED WITHOUT CONTRACT, CHECK, COPY OF INSURANCE AND COPY OF THE BOAT'S REGISTRATION!!

13. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

HACKENSACK YACHT CLUB, INC. YACHT: _____

By: _____ BY: _____

(Individually and/or owner)

Date: _____ Date: _____

_____ Check for Payment (including 7% Sales Tax)

_____ Copy of Insurance Policy

_____ Copy of Boat Registration

_____ Haul Date (Mandatory)

_____ Launch Date (Mandatory)