



COOPER RIVER YACHT CLUB
BOAT STORAGE AGREEMENT

CRYC ID# _____

Name: _____ SSN: _____ - _____ - _____

Address: _____ Date _____

_____ State: _____ Zip _____ - _____

Telephone No: (_____) _____ - _____ Alternate No.: (_____) _____ - _____

Email Address: _____

Driver's License (State & No.): _____

BOAT DESCRIPTION: (Make/Model/Color) _____

Class Registered SAIL NUMBER * _____

Note that if you are racing with a number not registered to your hull you will need to notify the RC.

HIN# _____

The HIN # is found on the stbd aft corner of the hull of all production boats built in the USA after 1974. You can apply to your State of Residence for an HIN# or CRYC can supply you with one.

Make: _____ Model: _____ Year: _____

BOAT Registration Number SS - ##### - LL Year Expires: _____

Boat will be stored on

Trailer: Yes No Dolly: Yes No Ground: Yes No

TRAILER VIN# _____ Make _____

License Plate # _____ STATE _____

Dolly Serial # _____ Make _____

It is the responsibility of each MEMBER to properly identify any equipment Stored in the CRYC Storage Yard

Multiple Boats # _____ please attach a page one (this page) for each storage space

Member's initials _____

(Owner) CRYC ID# _____, and

the Cooper River Yacht Club (CRYC). The parties hereto consent to be bound to the terms and conditions of this Agreement.

1. CRYC shall provide to the Owner a space in the boat storage yard suitable for the size and type of boat being stored (boat storage space).
2. CRYC shall provide to the Owner a key for access to the boat storage yard.

LEASE TERM

3. The term of this agreement for rent of boat storage space is one year, commencing April 1 and ending March 31.
4. If Owner fails to pay the rent by the due date of April 1, a late charge of \$5.00 per day shall be added to the annual rental fee for a period not to exceed 30 days after commencement of the new term.

RENT

6. Owner shall pay annual rent for the storage space, in the amount of \$75.00, payable in advance, before the commencement of the rental term.
7. Rent due from Owners who rent boat storage space at any time other than at the commencement of the regular lease term is \$75.00.

RETURNED CHECKS

9. CRYC shall impose a \$25.00 fee to Owner in the event that a check tendered by Owner is not honored by Owner's bank.

USE AND COMPLIANCE WITH THE LAW

10. Owner agrees that the boat storage space shall be used only for the storage of boats and equipment necessary for the transportation and navigation of such boats. CRYC and Owner agree that they are not in a landlord-tenant relationship, and that CRYC has no duty to maintain records of items kept in boats by Owners, nor is CRYC responsible for the safekeeping of such.
11. Owner agrees to refrain from storing any flammable, volatile, explosive or poisonous substances or items in the boat or at the boat storage space.
12. Owner agrees to remain current with all state required boat and trailer registrations.

SUBLET OR ASSIGN

13. Owner shall not sublet or assign to another Owner's designated boat storage space without prior written approval of CRYC.

RIGHT NOT TO RENEW

14. CRYC reserves the right not to renew a lease for boat storage space for any reasonable cause, and Owner agrees to vacate the boat storage space upon notice of non-renewal.

CHANGE OF ADDRESS

15. Owner acknowledges the duty to furnish CRYC notification in writing of Owner's change of address, phone number, and/or boat information.

DEFAULT BY OWNER

16. CRYC shall consider the Owner to be in default if:

- (A) The Owner fails to timely execute a renewed lease agreement and make all payments due by April 15, or;
- (B) The Owner fails to perform any of the conditions herein or violates any law that may affect this Agreement or;
- (C) The Owner fails to vacate the assigned boat storage space upon the expiration of the lease term.

17. Upon default by Owner, CRYC shall have the right to

- (A) inspect all items stored in the storage space and;
- (B) remove Owner's boat and its contents to a place of convenience to CRYC and;
- (C) remove locks or disengage locking devices so as to facilitate removal of Owner's boat and its contents and;
- (D) take possession of legal title to Owner's boat and its contents and;
- (E) The CRYC, its heirs, successors and assigns shall have a lien upon all of Owner's personal property located in the boat storage space for rent, labor, or reasonable charges due as specified in this Agreement, in relation to the personal property and for expenses necessary for its preservation, or expenses reasonably incurred in its sale. The lien attaches as of the date the personal property is brought to the boat storage space.
- (F) CRYC's lien for a claim which is more than (30) days overdue may be satisfied by public sale of goods that have been removed from the space. Upon the event of Default, CRYC shall provide a notice to the Owner, including an itemized statement of the Owner's claim showing the sum due at the time of the Notice and the date when the sum became due; a brief and general description of the personal property subject to the lien; a notice of denial of access to the personal property; a demand for payment within a specified time not less than fourteen (14) days after delivery of the Notice; a statement that demands payment within a specified time not less than fourteen (14) days after delivery of the Notice; [repetitive ?] a statement that demands payment for the claim within the time stated; and a statement that unless such claim is paid, the property will be advertised for sale at a time and space contained in the notice. The Notice shall be personally delivered to the Owner or sent by registered or certified mail, return receipt requested, to the last address provided by the Owner. The Notice shall be presumed delivered when it is deposited with the United States Postal Service and properly addressed with postage prepaid.
- (G) After the expiration of the time given in the notice, an advertisement of the sale shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation where the boat storage space is located. The Advertisement shall include a brief and general description of the personal property; the name and address of the Owner; CRYC's name and address; and shall set forth the time, place and manner of the sale.

- (H) The sale shall take place not sooner than fifteen (15) days after the final publication of the Advertisement and shall conform to the terms of the Notice and Advertisement. The sale shall be public and shall be held at CRYC. Prior to the sale, the Owner may redeem the property by paying to CRYC the amount necessary to satisfy the lien, and the reasonable expenses incurred by CRYC. Upon receipt of payment, CRYC shall return the property, and shall have no liability to any person with respect to the property.

NO INSURANCE OR LIABILITY

18. All property stored within the boat storage space by Owner or located at CRYC's facility shall be at Owner's risk. CRYC carries no insurance that in any way may cover any loss whatsoever that Owner may have or claim by leasing the boat storage space or by being at CRYC's property. CRYC strongly recommends that Owner secures insurance to protect Owner and Owner's property from all peril of whatever nature. CRYC is not liable to Owner or Owner's invitees, family members, employees or agents for any personal injury or property damage, or loss from fire, water, flood, theft, vandalism, hurricane, tornado, storm, rain, explosion, or any other cause whatsoever unless the same is due to the willful acts of CRYC, its agents, servants, or employees. Owner acknowledges that this agreement does not invest CRYC with the duty to take care, custody, control, possession or dominion over boats or items kept in the boat storage space and that CRYC does not agree to provide protection for the facility, the space, or its contents. Owner must take necessary steps to safeguard property kept in the boat storage space. Owner hereby agrees to indemnify and hold harmless CRYC from and against any and all damages or loss to property or personal injury and costs, including attorney's fees, arising from Owner's use of the boat storage space or CRYC facilities, or from any activity, work or thing done, permitted or suffered by Owner in the boat storage space or upon CRYC's facilities. Should any of CRYC's employees perform any services at the Owner's request, such employee shall be deemed an agent of the Owner, regardless of whether payment for services is made, and Owner agrees to hold CRYC harmless from all liability in connection with, or arising from, directly or indirectly, such services performed by employees of CRYC. Owner agrees to notify CRYC immediately upon the occurrence of any injury, damage or loss suffered by Owner or other persons in any such circumstances.

ABANDONMENT OF PROPERTY

19. Any property that remains in the boat storage space after the expiration or termination of this Agreement shall be deemed to have been abandoned and either may be retained by CRYC at its property or sold in accordance with the provisions of Paragraph 17 above. If such property or any part shall be sold, CRYC may receive and retain the proceeds of such sale and apply the same, at CRYC's option, against the expenses of re-entry and sale, the cost of moving and storing the property, any arrears of basic and additional charges, and any damages to which CRYC may be entitled under this Agreement or in accordance with applicable law.

WAIVER

20. No waiver by CRYC, its agents, servants or employees, or any breach or default in the performance of any covenant, term or condition of this agreement shall constitute a waiver of any subsequent breach or default in the performance of any term, covenant or condition of this agreement.

ATTORNEY'S FEES AND COSTS

- 21. The Owner agrees to
 - (A) pay attorney's fees, costs and expenses that are incurred by CRYC due to Owner's default or breach of this agreement, and further agrees that those fees, costs and expenses shall be paid from any funds of the Owner held by CRYC.
 - (B) indemnify and hold harmless CRYC from any and all expenses, demands, claims, actions, or causes arising directly and indirectly from this Agreement, or any renewal thereof.

EXCLUSION OF WARRANTIES

- 22. The agents and employees of CRYC are not authorized to make any warranties about the boat storage space or CRYC facilities. No oral statement made by CRYC's agents or employees shall constitute warranties, and such statements shall not be relied upon the Owner and they are not part of this Agreement. The entire Agreement and the understanding of the parties to it are embodied in this writing, and no other warranties of merchantability or fitness for a particular purpose or any other warranty are expressed or implied.

SUCCESSION

- 23. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their heirs, successors, personal representatives and assigns. The terms of this agreement continue to apply in all years in which the boat owner stores a boat or other property at CRYC's facility.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAVE A COPY FOR MY USE.

I UNDERSTAND THAT CRYC IS NOT A BAILOR OR WAREHOUSEMAN IN THE BUSINESS OF STORING GOODS FOR HIRE.

I UNDERSTAND THAT CRYC DOES NOT PROVIDE INSURANCE COVERAGE FOR PROPERTY STORED IN THE BOAT STORAGE SPACE AND THAT CRYC IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO MY PROPERTY.

Signed _____ Date _____

Print Name _____

CRYC ID# _____