



Aeolian Yacht Club
BERTH RENTAL APPLICATION AND AGREEMENT



Application is hereby made by the undersigned to berth the vessel described below at the AEOLIAN YACHT CLUB (AYC or the Club). As a condition of any grant of a berth by the PORT CAPTAIN, and as consideration for the review of this application for rental and use of any space allocated to the applicant by the PORT CAPTAIN, the undersigned applicant hereby agrees to abide by all rules and conditions contained or incorporated by reference in this Berth Rental Application and Agreement and to comply with all applicable rules and regulations of the AYC, including the Berth Rules and Procedures, as they may be amended from time to time (the "Berth Rules and Procedures").

By signing and submitting this Berth Rental Application and Agreement, the undersigned applicant agrees, if applicant is granted a berth -

1. To pay the AYC quarterly, in advance, the rental fee for berthing space within the AYC commencing on the date noted below and thereafter by the first day of each FISCAL QUARTER and every quarter this agreement is in effect. The rental fee will include any standard utility surcharges imposed by the club on all berth renters.
2. That his/her right to use the berth designated by the PORT CAPTAIN shall terminate upon delinquency in payments (and any other circumstances under which such rental is terminated pursuant to the Berth Rules and Procedures).
3. In the event of termination of berth rental due to delinquency in payments, AYC may take exclusive possession of the vessel described below for the purpose of storage and safekeeping at applicant's expense and risk until such time applicant pays all monies due the AYC for berthing space, storage, transportation and other reasonable expenses.
4. That after a 45-day delinquency in payment of rental fees and AYC taking possession of the vessel, the berthing fee will increase to double the normal rate (or AYC may impose non-member rates) until such time the vessel is removed from the premises.
5. That AYC may conduct a lien sale of any vessel over which AYC has taken possession in accordance with the terms and conditions of this agreement and consistent with applicable law.
6. That applicant's access to their vessel stored at the club after lapse of membership at AYC will be at discretion of the Club and must be with prior permission of PORT CAPTAIN, and in accordance with any conditions set by Port Captain for such access.
7. He or she has received and read, and understands and hereby agrees to comply with and be bound by, the Berth Rules and Procedures.
8. That, if granted a berth, applicant hereby agrees to comply with and be bound by the Berth Rental Agreement Terms and Conditions set forth as Attachment 1 to this Berth Rental Application and Agreement.

Notice is hereby given -

1. Acceptance and continuation of this agreement is conditional upon the seaworthiness, as determined by the PORT CAPTAIN, of the vessel hereunder described. The vessel must arrive under its own power.
2. This agreement shall be revoked by the Club immediately if it is determined that the applicant has knowingly misrepresented any of the information required to be provided hereunder.
3. Applicants shall be assessed a fee for a credit verification report. The Club reserves the right to reject the application at any point during evaluation process without informing the applicant of cause.

EACH APPLICANT MUST PROVIDE THE FOLLOWING ITEMS TOGETHER WITH THIS APPLICATION: (1) 5 CURRENT (CLOSE-UP) PHOTOS OF THE BOAT, (2) A COPY OF REGISTRATION OR DOCUMENTATION, (3) CREDIT CHECK CONSENT AND FEE, AND (4) PROOF OF LIABILITY INSURANCE WITH AEOLIAN YACHT CLUB NAMED AS ADDITIONAL INSURED TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, UNLESS OTHERWISE SPECIFIED BY THE PORT CAPTAIN, REGISTRATION, CREDIT CHECK/FEE AND LIABILITY INSURANCE ARE NOT REQUIRED FOR APPLICATIONS FOR STORAGE OF PADDLECRRAFT/DINGHIES/SMALL VESSELS THAT ARE STORED IN DRY STORAGE OR ON DOCKS AND THAT CAN BE MOVED BY HAND.

<i>AYC Administrative Use (date rec'd):</i>		
Doc/Registration: _____	Proof of Insurance: _____	Photos: _____
Credit Check Consent: _____	Credit Check Fee: _____	Port Captain Signature: _____

PLEASE PRINT CLEARLY

Applicant's Full Name: _____ Address: _____ _____ _____ Telephone: _____ Email: _____ Co-Owner/Lienholder: _____ _____ Type of Vessel Storage Sought: ____ Slip ____ Rack/Stand ____ Dry Lot; trailer overall length: _____ ft ____ Other: _____	Vessel Name: _____ Vessel description (make, model, hull material, year of manufacture): _____ _____ CG Doc or CF #: _____ Length: _____ ft Length Overall: _____ ft Draft: _____ ft. Beam: _____ ft Vessel type: ____ Sail ____ Power ____ Paddle ____ Rowboat Last Permanent Harbor/Storage Contact: _____ _____
--	--

By signing below:

1. Applicant hereby agrees to be bound by all terms of this Berth Rental Application and Agreement and certifies all information herein provided is true and correct to the best of applicant's knowledge,
2. Applicant hereby authorizes the verification of the information provided in this application from my credit sources, current and previous landlords and employers, and personal references. This permission will survive the expiration of my berthing or storage tenancy:

Vessel Owner Signature

IN CASE OF EMERGENCY - Please List Nearest Friend or Relative

Name	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

For completion by AYC PORT CAPTAIN to authorize Berth Rental: Credit Approval Date: _____ Inspection Date: _____ Berth No. Assigned: _____ Rental Start Date: _____ Port Captain Signature: _____
--

Attachment 1 – Berth Rental Agreement Terms and Conditions

The Club hereby leases to the owner of the vessel stored at the Club (the Vessel Owner) and Vessel Owner hereby takes by hire from the Club the storage location for the vessel on Club property, referred to as the Berth, at the Club, subject to the terms and conditions as set forth herein. This Berth Rental Agreement, together with the documents incorporated by reference, is referred to herein as this Lease.

1. **SUBLEASED SPACE:** This Lease grants the Vessel Owner only a license to use the Berth and nonexclusive access to piers, docks, walkways, parking lot and other common areas of Club that are reasonably necessary to use the Berth. Notwithstanding anything in this Lease to the contrary, references to Club elsewhere in this Lease will not be construed to grant the Vessel Owner any rights to other areas of Club, other than as expressly set forth above or as generally permitted to similarly-situated Club members.
2. **TERM:** The term of this Lease is for the period of time specified on the first page of the Berth Rental Application and Agreement and shall renew automatically for additional periods equal to the first period unless terminated by the Club or the Vessel Owner with at least 30-days prior written notice. The Vessel Owner must have paid all billed fees on a timely basis to retain the Berth and have the lease automatically renew for successive periods. If the Vessel Owner is delinquent in paying any billed rental fees, the Club may terminate the Lease in accordance with the *Berth Rules and Procedures* applicable to violations thereof and use any other remedies afforded to Club under this Lease), and Vessel Owner will not be relieved of the obligation to pay rent already due. If Vessel Owner is not delinquent on any rental or other Club fees and terminates the lease as of a date prior to the end of a rental period that such Vessel Owner has already paid for, the Club will reimburse Vessel Owner pro rata for the portion of the rental period remaining after the 30-day notice period expires (if any).
3. **RENT AND FEE:** The Vessel Owner shall pay to the Club for the use of the Berth in accordance with current Club published rates and practices, including invoice schedules, payment methods and due dates for payment. The Club will send Vessel Owner invoices itemizing the amounts to be paid and periods covered.
4. **ABANDONED VESSELS AND NON-PAYMENT:** Any vessel or personal property abandoned on the Club property, or vessel or personal property stored at the Club where payment has been delinquent longer than 30 days, is subject to seizure by the Club and a lien may be placed on the vessel or property for the purpose of securing payment for any and all outstanding debts incurred while the vessel or personal property is in the Club's possession. Vessel Owner acknowledges and consents to this provision, and to Club taking all necessary action to enforce its rights hereunder.
5. **BOAT OWNER'S LIABILITY/INDEMNITY OF CLUB:** The Vessel Owner covenants to exercise due care in occupation of the Berth and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. The Vessel Owner hereby releases the Club from any and all liability from loss, injury, or damages to persons or property sustained while in or on Club facilities or premises. Furthermore, the Club shall be released from any and all claims, actions, proceedings, damage, and liability, including attorney fees, arising from or connected with the Vessel Owner's possession and use of the Berth or other Club facilities or premises. The Club does not carry insurance on the property of the Vessel Owner. As the Vessel Owner, the signatory to this Lease hereby certifies that the vessel stored at the Club is insured to the full extent deemed necessary or appropriate by the Vessel Owner and/or required by the Club hereunder. Owner is required to make AYC additional insured under owner's insurance and provide a copy of the insurance certificate to the PORT CAPTAIN prior to storing the vessel at the Club and agrees to ensure that the Club is an additional insured for each subsequent insurance renewals while the vessel is stored at the Club.

Member Initial: _____

6. **LIMITATION OF CLUB'S LIABILITY:** Vessel Owner acknowledges that they have inspected the Berth leased herein and has satisfied themselves that the Berth is adequate for safe storage of their vessel. This contract is not a bailment of the Vessel Owner's vessel but a lease of the Berth. The Club's representatives will make reasonable efforts to contact the Vessel Owner and notify them of dangerous conditions requiring their attention, but the Club assumes no responsibility for attending or moving boats from the Berth to which they are assigned.
7. **CLUB'S LIEN:** Vessel Owner further grants a lien to the Club on the above-described vessel and agrees that the Club may take possession of said vessel to secure the payment on the rents provided for herein and any materials and services furnished to the Vessel Owner and the vessel. The Vessel Owner shall not remove the boat from the Club area until such time as all rentals and bills owing to the Club, as well as attorneys' fees if collection is placed with an attorney for satisfaction of the liability, are paid in full. The Club, its employees, and agents, shall not be liable to the Vessel Owner for any damage occurring to the boat including but not limited to damage arising from the acts of third parties, and acts of God, except such damage as may arise from the gross negligence or willful negligence or deliberate acts of the Club, its agents and employees.
8. **SUBLETTING PROHIBITED:** The Vessel Owner may not sublet or assign the rented Berth nor shall Vessel Owner store a vessel other than the one described above without prior written consent of Club.
9. **NO IMPLIED SERVICES INCLUDED:** The Vessel Owner acknowledges that this Lease only secures the Berth for the purpose of storage. This Lease does not imply any additional services to include but not limited to; cleaning, removing or installing boat covers, towing services, diagnosing mechanical issues, access to storage warehouse, or any solicited request of Club staff by the Vessel Owner without Club notification and approval.
10. **DOCK LINES:** It is not the Club's responsibility to replace dock lines. The Club reserves the right to replace worn and frayed dock lines for a reasonable fee if it is deemed necessary to protect other vessels or Club property.
11. **VESSEL CONDITION:** All vessels stored at the Club must be kept seaworthy and clean. Should a vessel be deemed by the Club as unsightly or otherwise not in compliance of the Berth Rules and Procedures, the Vessel Owner will be notified. Should the vessel not be cleaned within two weeks of such notification, the Club may have the boat cleaned and pass any expenses to the Vessel Owner.
12. **SEVERE WEATHER:** In the event of impending severe weather, Club, in its sole discretion, reserves the right to move, attempt to secure or evacuate the vessel at Vessel Owner's sole risk and expense. **UNDERTAKING TO MOVE, SECURE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF THE VESSEL BY CLUB, NOR SHALL CLUB BE DEEMED A BAILEE OF THE VESSEL.**

Member Initial: _____