



Aeolian Yacht Club BOAT TRAILER STORAGE RENTAL AGREEMENT

Application is hereby made by the undersigned to store a boat trailer, a vessel thereon stored, or trailer/vessel contents (articles which may be stored on or in such trailer are hereafter referred to as the "trailer" or "trailer and contents") described below at the AEOLIAN YACHT CLUB (AYC or the Club). As a condition of any grant of a trailer storage 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 Boat Trailer Storage Rental Application and Agreement, and to comply with all applicable rules and regulations of the AYC, including the Dry Lot Terms and Conditions, as they may be amended from time to time.

By signing and submitting this Boat Trailer Storage Rental Application and Agreement, the undersigned applicant agrees, if applicant is granted a trailer storage -

1. To pay the AYC quarterly, in advance, the rental fee for trailer storage 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.
2. That his/her right to use the Dry Lot shall terminate upon delinquency in payments (and any other circumstances under which such rental is terminated pursuant to the Trailer Storage Rules and Procedures).
3. In the event of termination of trailer storage rental due to delinquency in payments, AYC may take exclusive possession of the trailer and contents (if any) 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 trailer storage space, repair necessary for removal, and other reasonable expenses.
4. That after a 45-day delinquency in payment of rental fees and AYC taking possession of the trailer and contents, the trailer storage 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 trailer and contents 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, 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 Trailer Storage Rules and Procedures.
8. That, if granted trailer storage, applicant hereby agrees to comply with and be bound by the Trailer Storage Rental Agreement Terms and Conditions set forth as Attachment 1 to this Trailer Storage Rental Application and Agreement.

Notice is hereby given -

1. Acceptance and continuation of this agreement is conditional upon the registration and roadworthiness of a trailer, as determined by the PORT CAPTAIN, of the trailer hereunder described.
2. Any vessel stored upon a trailer subject to this agreement is also subject to the same conditions of seaworthiness and cleanliness as vessels subject to the Berth Rules and Procedures, to include registration or documentation and insurance if lawfully applicable to such vessel.
3. 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.
4. Applicants may 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 TRAILER AND TRAILERED VESSEL TO BE STORED THEREON, (2) A COPY OF DMV REGISTRATION, (3) CREDIT CHECK CONSENT AND FEE IF REQUESTED, (4) REGISTRATION OR DOCUMENTATION FOR THE VESSEL THEREON IF LAWFULLY APPLICABLE, (5) PROOF OF LIABILITY INSURANCE FOR THE TRAILER AND TRAILERED VESSEL, WITH AEOLIAN YACHT CLUB NAMED AS ADDITIONAL INSURED TO THIS AGREEMENT.

<u>AYC Administrative Use (date rec'd):</u>		
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: _____ Trailer Information: _____ Total Length (tongue to furthest point) _____ Make _____ Axels _____ DMV License Plate #	Vessel Name (if any): _____ Vessel description (make, model, hull material, year of manufacture): _____ _____ _____ CG Doc or CF # (if any): _____ Length: _____ ft Length Overall: _____ ft Draft: _____ ft. Beam: _____ ft Vessel type: ___ Sail ___ Power ___ Paddle ___ Rowboat Last Permanent Harbor/Storage Contact: _____ _____
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By signing below:

1. Applicant hereby agrees to be bound by all terms of this Trailer Storage 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 trailer storage or storage tenancy:

Trailer 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 Trailer Storage Rental:

Credit Approval Date: _____ Inspection Date: _____ Trailer Storage No. Assigned: _____

License Start Date: _____ Port Captain Signature: _____

Attachment 1 – Dry Lot Terms and Conditions

The Club hereby licenses to the owner of the trailer and trailer content stored at the Club (the Trailer Owner) and the Trailer Owner hereby takes by hire from the Club the storage space for the trailer in the unimproved area beyond the shed, referred to as the Dry Lot, subject to the terms and conditions as set forth herein. This Trailer Storage Rental Agreement, together with the documents incorporated by reference, is referred to herein as this License.

1. **TRAILER TYPE AND LIMITATIONS:** The Club permits storage of trailers in the Dry Lot to advance the Club's purpose of promoting active recreational boating. Therefore, trailers stored in the Dry Lot must be built and maintained for the purpose of transporting of vessels. Such trailers may be no longer than 26' in length, and no longer than 28' from trailer tongue to the after-most projection of the stern when a vessel is stored on the trailer. As the Dry Lot can only accommodate two trailers and boats at the maximum length, on recommendation of the PORT CAPTAIN, the Club may reject or waitlist trailer storage applications based on currently available space. Trailers configured for accommodation, general purpose storage, or any other application are not permitted in the Dry Lot, unless excepted for operations of the Club.
2. **LICENSED SPACE:** This License grants the Trailer Owner only a license to use the Dry Lot and nonexclusive access to driveways, gate, parking lot and other common areas of Club that are reasonably necessary to use the Dry Lot. Subletting of such space to any other party is prohibited. Notwithstanding anything in this license to the contrary, references to Club elsewhere in this License will not be construed to grant the Trailer Owner any rights to other areas of Club, other than as expressly set forth above or as generally permitted to similarly-situated Club members.
3. **TERM:** The term of this License is for the period of time specified on the first page of the Boat Trailer Storage Rental Application and Agreement and shall renew automatically for additional periods equal to the first period unless terminated by the Club or the Trailer Owner with at least 30-days prior written notice. The Trailer Owner must have paid all billed fees on a timely basis to retain the Trailer Storage and have the license automatically renew for successive periods. If the Trailer Owner is delinquent in paying any billed rental fees, the Club may terminate the License in accordance with the *Trailer Storage Rules and Procedures* applicable to violations thereof and use any other remedies afforded to Club under this License), and Vessel Owner will not be relieved of the obligation to pay rent already due. If the Trailer Owner is not delinquent on any rental or other Club fees and terminates the license as of a date prior to the end of a rental period that such Vessel Owner has already paid for, the Club will reimburse Trailer Owner pro rata for the portion of the rental period remaining after the 30-day notice period expires (if any).
4. **LICENSE FEE:** The Trailer Owner shall pay to the Club for the use of the Dry Lot in accordance with current Club published rates and practices, including invoice schedules, payment methods and due dates for payment. The Club will send Trailer Owner invoices itemizing the amounts to be paid and periods covered.
5. **ABANDONED TRAILERS AND NON-PAYMENT:** Any trailer, vessel thereon, or trailer content abandoned on the Club property, or vessel or personal property stored elsewhere 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 trailer, vessel thereon, and trailer content for the purpose of securing payment for any and all outstanding debts incurred while the trailer or trailer content property is in the Club's possession. Trailer Owner acknowledges and consents to this provision, and to Club taking all necessary action to enforce its rights hereunder.
6. **TRAILER OWNER'S LIABILITY/INDEMNITY OF CLUB:** The Trailer Owner covenants to exercise due care in occupation of the Dry Lot and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. The Trailer 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 release from any and all claims, actions, proceedings, damage, and liability, including attorney fees, arising from or connected with the Trailer Owner's use of the Dry Lot or other Club facilities or premises. The Club does not carry insurance on the property of the Trailer Owner. As the Trailer Owner, the

signatory to this License hereby certifies that the trailer and trailer content stored at the Club is insured to the full extent deemed necessary or appropriate by the Trailer 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 trailer and trailer content at the Club and agrees to ensure that the Club is an additional insured for each subsequent insurance renewals while the trailer and trailer content is stored at the Club.

7. **LIMITATION OF CLUB'S LIABILITY:** Trailer Owner acknowledges that they have inspected the Dry Lot area licensed herein and has satisfied himself that the Trailer Storage is adequate for safe storage of their trailer. This contract is not a bailment of the Trailer Owner's trailer, vessel thereon, or trailer content but a license of the Trailer Storage. The Club's representatives will make reasonable efforts to contact the Trailer Owner and notify them of dangerous conditions requiring their attention, but the Club assumes no responsibility for attending or moving trailers. The Club, its employees, and agents, shall not be liable to the Trailer Owner for any damage occurring to the trailer or trailer contents 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. **CLUB'S LIEN:** Trailer Owner further grants a lien to the Club on the above-described trailer and trailer content and agrees that the Club may take possession of said trailer and trailer content to secure the payment on the rents provided for herein and any materials and services furnished to the Trailer Owner and the vessel. The Trailer Owner shall not remove the boat from the Club area until such time as all fees 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.
9. **NO IMPLIED SERVICES INCLUDED:** The Trailer Owner acknowledges that this License only secures the Dry Lot storage for the purpose of storage. This License 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 Trailer Owner without Club notification and approval.
10. **TRAILER CONDITION:** All trailers stored in the dry lot are required to be maintained in roadworthy condition and registered with the DMV. Inflation of tires and chocking are the responsibility of the Trailer Owner.
11. **TRAILERED VESSELS AND OTHER CONTENT CONDITION:** All trailered vessels stored at the Club must be kept seaworthy and clean, correspondent to the same terms applied to vessels berthed in the harbor. Should a vessel be deemed by the Club as unsightly or otherwise not in compliance of the Trailer Storage Rules and Procedures, the 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 Trailer Owner. If used, covers or tarping must be securely fastened at all times, and replaced when worn or frayed. As rainwater accumulation increases ground pressure, Trailer Owners must ensure drainage without release of any hazardous materials, or ensure accumulated rainwater is regularly removed from the hull to prevent sinking wheels into the ground. Any other associated content on or in the trailer must be securely fastened to the trailer or stowed in a trailered vessel, in the event the PORT CAPTAIN may need to reposition trailers in the Dry Lot. Loose property left under or around a trailer will be considered abandoned and subject to disposal.
12. **REPOSITIONING:** The Club does not assign specific parking positions to Trailer Owners, but the provision of adequate space for their trailers in the Dry Lot, accounting for the dimensions of each trailer with a current Trailer Storage Rental Agreement. To accommodate the maximum use of the Dry Lot for the Club's membership, or access to materials stored on the perimeter of the Dry Lot, the PORT CAPTAIN may at his or her discretion reposition trailers when necessary. Unless mutually agreed upon by two or more Trailer Owners, no member shall reposition trailers owned by other members unless working under direction of the PORT CAPTAIN.

13. TEMPORARY REMOVAL: Trailer Owners may remove and return their trailers to the Dry Lot at any time, ensuring minimal disruption to other members. The Club may order brief obstruction of the Dry Lot on occasion necessary for the maintenance of facilities or to conduct limited scheduled events. Should the Trailer Owner remove their trailer from the Dry Lot for any reason, for 7 days or less, they may place a safety cone in their last parking position to hold the spot until they return with their trailer. If trailer owners intend to have their trailer absent from the Dry Lot for more than 8 consecutive days, they shall notify the Port Captain in writing for the purpose of stating their intent to return within 120 days. Should a trailer be temporarily removed from the Dry Lot for any reason, neither the vessel thereon or contents therein shall be left behind for any period of time without express permission of the Port Captain. Trailers absent from the Dry Lot longer than 120 days may be considered "Permanently Removed" by the Club, thus voiding the Boat Trailer Storage Agreement.
14. TRAILER PLACEMENT IN THE FRONT PARKING LOT: Parking in the front parking lot (or "Outer Lot") is administered by the Rear Commodore. A license to utilize space for trailer storage in the Dry Lot does not constitute privileges to park a trailer in the front parking lot at the discretion or convenience of the Trailer Owner. Requests to park any trailer overnight in the front parking lot shall be addressed to the Rear Commodore.

Applicant Initials: _____