

Lease for Winter Boat Storage

This agreement entered into at Mentor, Ohio by and between the owner(s) of

The yacht _____ OH Number _____

Being _____ feet long , weight _____ lbs. And the Mentor Harbor Yachting Club on the following terms:

- 1. Owner requests and authorizes Club to haul the above boat from the water this year prior to November 15th, and agrees to pay Club upon lifting, the sum of

Boat length _____ Ft. x _____ 19.50 per foot _____ Rate \$ _____

The Lease of Winter Storage Space Contract is for the period between September 15 and May 31 of the following year. Yard storage after June 15th, if agreeable to the Club, will be \$24.25 per foot or daily guest dockage charge. If the boat has to be moved after May 31, to launch other boats, etc. there also will be a charge. Separate charges will be made for repairs, stepping and unstepping the mast and any blocking of a boat.

- 2. Upon delivery of boat to its boat basin, Club will lift out, pressure clean the bottom of the boat, step and unstep mast, provide winter storage space in Owner's cradle, lift in and launch the boat upon request of Owner on or before May 31st of the following year. Owner shall deliver the boat equipped with two bow and two stern lines to Club's boat basin for Haul-Out; an Owner of a sailboat shall provide adequate crew to aid in the removal and stepping of masts. Owner is responsible for moving his boat to and from the Hauling and Launching area.
3. Cradles and/or jack stands must be sound and meet the Harbor Master's approval before boat is placed on them. Sailboats stored with masts and standing rigging in place must have a full cradle and meet Harbor Master's approval.
4. There shall be no refund of any part of the total charge for any reason whatsoever. Club shall not be responsible for performing any other services or for keeping the boat afloat. A summer cradle storage and handling charge will be made if boat is not stored with the Club the following year, the Club will not be responsible for cradles.
5. Owner hereby acknowledges that this is a lease of space for winter storage and that the club is not responsible to owner for any loss from any cause whatsoever of the boat or any other property or items stored with it. The owner does hereby release, settle and waive each and every, all and singular, any and all claims whatsoever which may arise from this lease of space. Owner must carry all insurance for such protection of his boat and property as he desires.
6. The undersigned Owner(s) acknowledges and represents that he shall be solely responsible for the safety, soundness, seaworthiness, care and maintenance of his craft while said craft is within the Club harbor or on the grounds provided. All services will be performed on the basis that each boat is sound and seaworthy and weighs a maximum of 60,000 lbs. Any damages resulting from any other conditions shall be at the risk and responsibility of the Owner. The Club's employees will take such corrective measures as may be deemed appropriate to protect member's boat; however, such acts or failure to act by Club employees shall not render the Club, its employees or agents liable for damages which may result to the member's craft. Any corrective measures instituted by Club employees will be deemed to be on behalf of the member and as agent for the member.
7. No heaters or lights of any nature shall be burned in boats during the storage period. No one shall be permitted to work on boats except during hours the Club is open. Owner shall at all times keep the area around his boat clean or the Club will clean the area at Owner's expense. No freestanding structure to cover a boat will be permitted without permission from the Harbor Committee.

IN WITNESS WHEREOF, the parties hereto have set their names at Mentor, Ohio this _____ day of _____

THE MENTOR HARBOR YACHTING CLUB

Mentor, Ohio

Owner(s)

Member #

Owner(s)

Member #