

**CORTLANDT YACHT CLUB
MONCOR DEVELOPMENT CORPORATION
2017 TERMS OF AGREEMENT**

This agreement made by Cortlandt Yacht Club/Moncor Development, "Marina" and the "Licensee" herein below:

Name (Licensee) _____ Date: _____
Address _____ Home Phone: _____
(Street) (City) (State) (Zip)
E-mail address _____
Business Phone _____ Cell Phone _____ Spouse's Name _____
Boat Make _____ Registration or Documentation # _____
Boat Length _____ Beam _____ Draft _____ Boat Name _____

1. The word "Marina" as used herein means the entire premises of the Cortlandt Yacht Club/Moncor Development Corp. including the boat basin, docks, grounds, swimming pool and clubhouse. The word "Licensee" means the owner of any boat or boats berthed or stored in the Marina, or the duly authorized representative of the owner. The Marina does not intend to create a bailment of Licensee's property and therefore Licensee will hold harmless the Marina.
2. All of the following is agreed to by the Marina and the Licensee:
 - A. Berth rentals and land storage fees shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season.
 - B. Boats must be completely insured for a minimum of \$300,000 liability coverage whether in the water or on land storage. If not insured, Licensee's boat will be removed from the Marina, at the Licensee's expense. Each Licensee will be held responsible for damages he/she causes to other boats in the Marina or to the structures or facilities thereof, whether caused by negligence or not.
 - C. Cortlandt Yacht Club must be named as additional insured and a copy of the Licensee/boat owner's insurance must be on file with the Marina. Licensee must also furnish a copy of a current boat registration or documentation; otherwise the boat will not be launched.
 - D. Boats shall be secured in their berths in an acceptable manner.
 - E. Summer season is April 15th through September 30th. Boats not wintering at the Marina must be out of the Marina by October 15th. All other Licensees will remove their boat from the water by Sunday night of the first weekend in November or be subject to a \$250.00 fine. If your boat remains in a slip or on land past December 31, 2017, all provisions in this signed Terms of Agreement remain in effect until your boat either leaves the marina or a new Terms of Agreement is signed by you.
 - F. Licensee will furnish the Marina a day and night telephone number. Should an emergency arise and the Marina is unable to contact the Licensee, the Licensee hereby grants the Marina authority to take whatever action is necessary to respond to the situation, i.e. move Licensee's boat without liability to the Marina should damages occur.
 - G. The Licensee agrees to abide by guidelines for Licensees and acknowledges the receipt of the Cortlandt Yacht Club guidelines with this agreement.
3. When a Licensee expects to vacate a berth for a week or more, he/she should notify the Snack Bar Manager who may lease the berth during Licensee's absence.
4. A Licensee may not "exchange" berths without written permission of the Fleet Captain.
5. The Licensee is responsible for outside contractors or service organizations doing work on his/her boat. Outside contractors must provide proof of insurance to the Marina.
6. Licensee may not use Marina to store boating items, boat stands, ladders, coolers, water toys, dock boxes, etc. Shareholders only are permitted the use of dock boxes.
7. Licensee and their guests agree to conduct themselves in the Marina in a manner that avoids creating an annoyance, hazard or nuisance to the Marina or other Licensees.
This includes good housekeeping, proper sanitation practices and the use of trash compactors.

OVER

8. There shall be no gasoline fueling of boats or PWC's within the marina. No charcoal or open fires are permitted in the boat basin. Gas grills are provided for Licensee use and convenience.
9. All halyards must be tied away from the mast before leaving the boat.
10. Young children shall be under the supervision of an adult at all times and children under 12 must wear PFD's when on the docks or boats.
11. The Licensee shall adhere to all environmental laws and shall keep the lands and waters of the Marina clean and free from human and animal waste, oil and fuel spills and other toxic products identified by federal, state and local governments.
12. **In the event of an infraction of the rules and regulations in this agreement, the Marina may, at its sole option, cancel this agreement upon ten days notice, and the Licensee shall forthwith remove his/her boat(s) and shall nevertheless remain liable for all outstanding charges.** In the event of unpaid funds, the Marina has the right to move Licensee's boat(s), left in the marina, to another facility at the expense of the Licensee.
13. In the event that the Licensee fails to pay any amount due to the Marina within the prevailing time period, the Marina may detain any of the Licensee's boats on its property, until such sum is paid. A notice of lien will be sent to the Licensee, and if the amount is still not paid 15 days after the notice, the Marina may cause the boat(s) to be sold either at public or private auction retaining any amount due the Marina from the proceeds of the sale. Licensee is responsible for all legal fees and repossession fees.
 - A. First half of seasonal charges must be paid by January 31st; a late fee of 1.5% will be assessed on March 1st on any outstanding balance. **(A slip will not be guaranteed if the 1st half is not paid by January 31st.) The slip will be returned to a pool of licensee's awaiting a slip assignment.**
 - B. Second half of seasonal charges must be paid by March 31st; a late fee of 1.5% will be assessed on April 1st on any outstanding balance. **(A slip will not be guaranteed if the 2nd half is not paid by March 31st.) The slip will be returned to a pool of licensee's awaiting a slip assignment.**
 - C. Thereafter, 1.5% will be charged each month for outstanding balances.
14. Refund policy: Boats who paid summer fees and leaving the Marina prior to April 1st are entitled to 100% refund. Boats leaving on or after April 1st are entitled to no refund.
15. Cortlandt Yacht Club will not assume, and Licensee agrees to hold harmless the Marina, any responsibility for loss or damages by theft, robbery, fire, act of God, or otherwise to the Licensee/boat owner's boat, property placed on the boat or Marina property or with the Marina for docking, storage, sales repair or testing.
16. Cortlandt Yacht Club will not assume, and Licensee agrees to hold harmless and indemnify the Marina, (including attorney's fees) for any injuries to the Licensee/boat owner, members of the Licensee/boat owner's family or guests and/or visitors while on Marina premises or within the boundaries of Marina property unless caused by the gross negligence of Cortlandt Yacht Club. The Licensee/boat owner assumes the responsibility and the risk for all persons who enter the property of Cortlandt Yacht Club because of Licensee/boat owner's presence on property being located at Cortlandt Yacht Club. The Licensee has the responsibility to immediately notify Cortlandt Yacht Club of any conditions deemed dangerous.
17. The Licensee/boat owner agrees that Cortlandt Yacht Club, its officers, employees and agents shall not be held liable for any injury, including death, to the Licensee/boat owner or Licensee/boat owner's guests, or to any person, caused by, or related to, the berthing space of the Marina, arising from any accident, fire, or casualty thereon, or from any cause whatsoever, including negligence, nor shall Cortlandt Yacht Club, its officers, employees or agents be liable for any loss of, or damage to, any property belonging to the Licensee/boat owner or to the Licensee/boat owner's guests or invitees, located in the berthing space of the Marina, arising from any accident or fire or casualty thereon or from any other cause whatsoever, including negligence.

Licensee Signature _____

Date _____

Print Licensee Name _____

(Licensee please make copy of agreement for your own information)