

## **CORTLANDT YACHT CLUB MONCOR DEVELOPMENT CORPORATION 2024 TERMS OF AGREEMENT**

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

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

**\*\*\*\*\* THIS AGREEMENT IS TO REMAIN IN EFFECT UNTIL MODIFIED OR CANCELLED \*\*\*\*\***

1. The word "Marina" as used herein means the entire premises of the Cortlandt Yacht Club/Moncor Development Corp. to include the boat basin, docks, grounds, swimming pool, structures, equipment or facilities. The word "Boat Owner" means the owner of any boat stored in the Marina, or the duly authorized representative of the owner. The Marina does not intend to create a bailment of the Boat Owners property and therefore Boat Owner will hold harmless the Marina. Initials
2. **All of the following is agreed to by the Marina and the Licensee: Initials**
  - A. Land storage fees shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season. All monies owed must be paid in full prior to boat(s) being hauled/launched.
  - B. Boats must be insured for a minimum of \$300,000 property liability coverage on the vessel whether in the water or on land storage. General umbrella liabilities with no vessel listed are not acceptable. If not insured, boat will be removed from the Marina, at the Boat Owners expense. Each Boat Owner 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. A fine of \$250 will be imposed for uninsured vessels per month plus any applicable late fees.
  - C. Cortlandt Yacht Club must be named as "Additional insured" and a copy of the Licensee's insurance policy must be on file with the Marina. Note: Specifying CYC as the "Mooring or Storage Location" is not acceptable as it does not add CYC as an insured party. Boat Owner must furnish a copy of a current-valid boat registration or documentation; otherwise the boat will not be launched or hauled. A fine of \$250 will be imposed for unregistered vessels per month plus any applicable late fees when boat is in slip/water.
  - D. Boat Owner will provide the valid **Insurance Policy Declaration Page** upon renewal of insurance to Cortlandt Yacht Club prior to expiration date of policy; otherwise boat will not be launched or hauled. This page is to be submitted via email, fax or dropped off in the safe at the CYC office.
  - E. **No fishing or swimming off docks in Marina.**
  - F. Winter Storage season is October 1<sup>st</sup> through April 15<sup>th</sup>. **All Boat Owners will remove all watercraft from the CYC by April 15<sup>th</sup> or be subject to a \$250.00 fine.** If your boat remains on CYC Property, 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 and submitted.
  - G. Boat Owner will use drop cloths to protect the ground when scraping or painting the boat bottom. Please dispose of all garbage, including shrink wrap, in the marked containers provided by CYC.
  - H. Boat Owner must furnish the Marina a Cell phone and/or an additional telephone number plus an E-Mail address. Should a need 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.
  - I. Any Damage caused by Licensee, their Guests or Contractors is the responsibility of the Licensee to make repairs or replace the damaged CYC property.
  - J. No refund or partial refund of storage will be granted for any reason.
3. The Boat Owner is responsible for outside contractor's actions and/or service organizations actions while doing work on his/her boat. Outside contractors must provide proof of insurance to the Marina before work is to commence. Initials
4. Boat Owner may not use Marina to store boating items, boat stands, ladders, coolers, water toys, dock boxes, etc. All items including, ropes, hoses. electrical cords, mats, etc. must be removed prior to boat leaving marina. Any item left will be discarded at time of removal. Initials
5. **Do not leave your boat plugged in, unless you are physically present, during winter storage.** Initials

6. Boat Owner 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. Inappropriate behavior including but not limited to abusive behavior, foul language and fireworks of any kind are strictly prohibited on CYC Property. Initials
7. There shall be no gasoline fueling of boats or PWC's within the marina. Initials
8. All halyards must be tied away from the mast before leaving the boat. Trailers must be clearly marked with owner's name. Initials
9. Young children shall be under the supervision of an adult at all times. Children under 12 must wear PFD's when on the docks or boats. Initials
10. There shall be **NO** bicycle riding, in-line skating, skateboarding, etc. operation of remote control cars, boats, drones, etc. is strictly prohibited on CYC property at any time. Parking on Waterfront is for Owner Member use only, no exceptions. Boat Owners and their guests can park in designated areas. Do not block dry hydrants or work areas. Initials
11. The Boat Owner 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. Dogs must be on a leash, at all times, and their waste must be disposed properly. No Livestock allowed at CYC property. Initials
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 written notice, and the Boat Owner shall forthwith remove his/her boat(s) and shall nevertheless remain liable for all outstanding charges. Initials**
  - A. In the event that the Boat Owner fails to pay any amount due to CYC within 30days , CYC may detain the vessel(s) on its property, until such sum is paid. A notice of lien will be sent to the Boat Owner, 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. Boat Owner is responsible for all legal fees and repossession fees of this action. Initials
  - B. Winter Storage will not be guaranteed if full payment is not made by October 1<sup>st</sup>. Boat Owner must supply jack stands for storage and when not in use, the stands must be removed from CYC property. No Exceptions.
  - C. Any vessel or trailer that is brought on or returned to CYC property and/or any trailer or vessel on a trailer that is moved without the Fleet Captains authorization is subject to a \$250 fine. Fleet Captain must be notified of any vessel or trailer entering or exiting CYC property. Initials
  - D. If you have a trailer on CYC property and utilize jack stands to store your boat and trailer remains on CYC property, the Boat Owner will be charged \$25.00 per day unless notification to the Fleet Captain for repairs which are temporary. Boat will then be returned to the water or trailer or blocked. Initials
13. **Cortlandt Yacht Club/Moncor Development Liability Statement**
  - A. 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. Initials
  - B. 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 Boat owner, members of the Boat owner's family or guests and/or visitors while on Marina premises or within the boundaries of Marina property of Cortlandt Yacht Club. Initials
  - C. The Boat owner assumes the responsibility and the risk for all persons who enter the property of Cortlandt Yacht Club because of Boat owner's presence on property being located at Cortlandt Yacht Club. Initials
  - D. The Boat owner agrees that Cortlandt Yacht Club, its officers, employees and agents shall not be held liable for any injury, including death, to the Boat owner or Boat owner's guests, or to any person, caused by, or related to, all areas of CYC Property and not limited to "berthing space", arising from any accident, fire, or casualty thereon, or from any cause whatsoever 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 Boat owner's guests or invitees, located in all areas of CYC property and not limited to "berthing space", arising from any accident or fire or casualty thereon or from any other cause whatsoever. Initials
14. **Refund Policy - No refund of Winter Storage fees after October 1<sup>st</sup>. Initials**

Licensee Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Licensee Name \_\_\_\_\_

*(Boat Owner please make copy of this agreement for your own information)*