

CORTLANDT YACHT CLUB MONCOR DEVELOPMENT CORPORATION 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 _____ Cell 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 "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. All monies owed must be paid in full to be hauled/launched.
 - B. Boats must be insured for a minimum of \$300,000 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 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. A fine of \$250 will be imposed for uninsured vessels per month.
 - C. Cortlandt Yacht Club must be named as "Additional insured" and a copy of the Licensee's insurance must be on file with the Marina. Note: Specifying CYC as the "Mooring Location" is not acceptable as it does not add CYC as an insured party. Licensee must furnish a copy of a current-valid boat registration or documentation; otherwise the boat will not be launched or hauled.
 - D. Licensee will provide valid Insurance **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 hard copy by US mail or dropped off in the safe at the CYC office. **Copies sent by electronic means will not be accepted.**
 - E. Boats shall be secured in their berths in an acceptable manner. No rope or electrical lines can cross finger slips or docks at any time. No fishing or swimming off docks in Marina. Kayak use in designated area.
 - F. Summer season is April 15th through October 1st. Boats not wintering at the Marina must be out of the Marina by October 15th. **All Licensees will remove all watercraft from the water by Sunday night of the third weekend in October or be subject to a \$250.00 fine.** If your boat remains in a slip or on land, 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.
 - G. Licensee must furnish the Marina a Cellphone and 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.
 - H. The Licensee agrees to abide by guidelines for Licensees and acknowledges the receipt of the Cortlandt Yacht Club guidelines with this agreement. Parking is prohibited inside the white lines on the roadway.
 - i. No refund or partial refund of Facility Fee will be granted for any reason the club cannot open any facility or service as may be required. The Facility Fee covers the Clubs facility maintenance of all elements.
3. When a Licensee expects to vacate a berth for 2 days or more (weekend trip and boating vacations), he/she should notify the Fleet Captain who may lease the berth during Licensee's absence. A Licensee **may not "exchange"** berths without written permission of the Fleet Captain.
4. The Licensee 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.
5. 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. Licensee cannot affix anything to the docks or modify slip.
6. 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. Inappropriate behavior including but not limited to abusive behavior, foul language and fireworks of any kind are strictly prohibited on CYC Property.

7. **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.
8. All halyards must be tied away from the mast before leaving the boat. Trailers must be marked with owner's name.
9. 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.
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. Licensee and their guests can park in designated areas. Do not block dry hydrants.
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. Dogs must be on a leash and their waste must be disposed properly. No Livestock allowed at CYC.
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 Licensee shall forthwith remove his/her boat(s) and shall nevertheless remain liable for all outstanding charges.**
 - A. 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 of this action.
 - B. First half of seasonal charges must be paid by January 31st; a late fee of 1.5% will be assessed, on total invoice, on February 1st on any outstanding balance.
 - C. Second half of seasonal charges must be paid by March 31st; a late fee of 1.5% will be assessed, on total invoice, on April 1st on any outstanding balance
 - D. A slip will not be guaranteed if the 1st half is not paid by January 31st and if full payment is not received by March 31st. The slip will be returned to a pool of licensee's awaiting a slip assignment.
 - E. Winter Storage will not be guaranteed if full payment is not made by October 1st. Licensee must supply jack stands for storage and when not in use, the stands must be removed from CYC property.
 - F. Any vessel or trailer that is on 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.

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 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 of Cortlandt Yacht Club. Initials
- C. 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. Initials
- D. 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, 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 Licensee/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: Licensees that paid summer fees and leave Marina prior to April 1st are entitled to a 100% refund. Boats that leave the Marina on or after April 1st, for any reason, are entitled to no refund.

Licensee Signature _____

Date _____

Print Licensee Name _____

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