

Miami Yacht Club
1001 MacArthur Causeway
Miami, FL 33132

Storage Lease Agreement (Wet and Dry)

This agreement entered into this _____ day of _____, 20____, by and between the Miami Yacht Club (hereinafter referred to as "CLUB"), and owner as signed herein (hereinafter referred to as "OWNER").

The Owner warrants and represents the following to be true and correct:

Owner's name: _____ Yacht Name: _____

Owner's Address: _____ Reg. No. / Doc.: _____

City: _____ State: _____ Zip: _____ Length: _____ Beam: _____ Draft: _____

Owner's Phone: (____) _____ Cell: (____) _____ Email: _____

WITNESSETH, that for and in consideration of the covenants and stipulations hereinafter set out, the CLUB does this day permit unto said OWNER and OWNER does hereby accept from said CLUB, Wet/Dry Storage Slip #_____, beginning _____ and ending _____, at the monthly rental rate of \$_____, plus Taxes and Surcharges or at such other rate as may be established by the CLUB'S Board of Governors during the term of this agreement, it being understood that the CLUB reserves the right to amend the rental rate during the term of this agreement, provided any such amendment thereof shall apply from the date such rate becomes effective to the end of the term of this Agreement. Such rental rate and any amendment thereof shall be monthly, as has been established by the CLUB'S Board of Governors. Each OWNER shall be required to list a Credit Card to secure the OWNER's performance of the terms of this Agreement. The OWNER shall also be required to present a copy of the vessel's registration, insurance policy, and another form of legitimate identification, such as a driver's license. The OWNER is responsible to keep the CLUB'S copies of the vessel's registration and insurance policy current.

In the event that any monthly fees due and payable under this storage lease agreement becomes thirty (30) days in arrears, the Owner agrees that the Club may bill the outstanding fees to the OWNER'S listed credit card account with an additional _____% added as a processing surcharge in connection with the past due billing.

Credit Card Type: _____ Account #: _____ Expiration Date: _____

The Owner's is responsible to keep the credit card information current.

This Agreement is for the lease of dock space/dry storage space only; such space to be used at the sole risk of the OWNER, and the CLUB shall not be liable for the care or protection of the vessel. There is no warranty of any kind as to the condition of piers, walks, gangways, ramp or mooring gear, nor shall the CLUB be responsible for injuries to persons or property occurring upon the CLUB property for any reason. The CLUB shall not be responsible for interruption of water or electric power to the dock for any reason. The OWNER agrees that the CLUB shall not be bailee of the vessel, and in no way does lease create a bailment relationship. The relationship between CLUB and OWNER is that of lessor / lessee. The OWNER agrees to hold harmless and indemnify the CLUB from all claims, including but not limited to, damage to property, loss of property, or personal injury arising out of the storage of said vessel.

The OWNER agrees to maintain possession, custody and control of the vessel and to maintain the vessel in good condition and to keep the vessel properly secured in a manner that will not damage CLUB property or other vessels, and reimburse the CLUB and owners of other vessels for damage incurred due to the OWNER's failure to so maintain and secure the vessel. This clause is not intended to limit the responsibility a master has for his/her vessel under applicable law. It is understood and agreed that the OWNER will maintain \$100,000.00 liability insurance coverage on his/her vessel during the term of this agreement. For a vessel in a wet slip, dock lines of minimum five-eighths inches (5/8") shall be used to secure the vessel; bilge pumps must function at all times; and the vessel's bottom should be cleaned at least every three (3) months. As far as dock lines are concerned, the OWNER shall utilize two (2) bow lines (1 port and 1 starboard), two (2) stern lines (1 port and 1 starboard), and at least one (1) spring line during clement weather; and during

tropical storms, shall, at the minimum, double the number of lines (2 port and 2 starboard for both the bow and stern, and 2 spring lines, that is one (1) per side. During inspections of the vessel by the Dockmaster, if the Dockmaster deems dock lines warrant replacing or should be increased in number, the Dockmaster shall notify the Club Manager who in turn will notify the OWNER to replace or increase the number of his/her dock lines; if the OWNER fails to respond within a reasonable period of time, given the existing circumstances, the Dockmaster may at his discretion replace the lines in question or add more to them at the OWNER'S expense; and the CLUB will bill the OWNER, or process the charge versus the OWNER'S credit card account, if need be.

The OWNER hereby agrees to hold the CLUB harmless and to indemnify the CLUB from any and all claim liability, loss, or damage to property or person occurring while this agreement is in effect, including claims that may have been caused or alleged to have been caused by the negligence of the CLUB. The OWNER agrees to pay all costs, expenses and/or fees associated or arising out of any claims brought against the CLUB by any party.

The OWNER agrees to comply with all Federal Laws, State Statutes, City or County ordinances, the By-Laws, House and Grounds Rules, Dock Rules, Mooring and Dry Storage Policies and Rules, including any attached hereto, which are by reference made a part hereof. Upon failure of the OWNER to comply with the By-Laws, House and Grounds Rules, Dock Rules, Mooring and Dry Storage Policies and Rules, this agreement may be terminated by written notice mailed or delivered to the OWNER'S street address as shown on this lease agreement and shall constitute notice to the OWNER. Written notice mailed or delivered to the CLUB'S Rear Commodore shall constitute sufficient notice to the CLUB concerning terms of this agreement.

The OWNER shall be responsible for the safety and maintenance of his/her vessel and the dock area adjacent to the slip, in a shipshape manner. All trash must be discarded in containers provided for that purpose. OWNER agrees that taking on, removal and/or disposal of petroleum products (oil, fuel, etc.), batteries, sewage and bilge liquids from the vessel by the OWNER or service personnel will be done in accordance with current government regulations and that the OWNER is responsible for such actions and will hold the CLUB harmless for any damages. Batteries and all other boat parts are not to be discarded on the premises but are to be taken away by the OWNER. Dock boxes must be properly maintained. The OWNER will be required to remove dock boxes not meeting the approval of the Dock Master or Rear Commodore.

The CLUB'S wet and dry storage facilities are not safe locations for vessels during tropical storms or hurricanes and the CLUB believes significant damage to vessels and to the facilities will likely occur in a major storm if vessels are left in their slips during these times. The OWNER agrees that it is his/her responsibility to be aware of the threat or approach of a tropical storm or hurricane. During hurricanes, regardless whether the vessel is in a wet or dry slip, the OWNER is strongly encouraged to remove his/her vessel from the CLUB'S premises to avoid damage to the CLUB'S property or to the vessels belonging to other Members. The OWNER is responsible for any damage done by his/her vessel to CLUB property under all situations where damage is incurred due to the OWNER'S failure to follow the Policies and Procedures outlined in this document or in the CLUB'S rules and regulations regarding wet and/or dry slips. The failure of the OWNER to remove his/her vessel during a hurricane shall be considered that the OWNER did not follow CLUB policy about the removal of vessels prior to such adverse conditions occurring.

The CLUB policy regarding pets is clear. General MYC Rule and Code of Conduct #16 states: "No pets are allowed on the property, except seeing-eye dogs or pets being transferred from vehicle to boat." This means that no pets are to be taken for a walk to relieve themselves on the premises. They are only allowed to be carried from the vehicle to the boat and no more than that.

It is understood and agreed that this agreement is not assignable and the OWNER may not authorize the use of his storage space by others by sub-leasing, gratuitous permission, by charter of the OWNER's yacht, or otherwise. The OWNER agrees that neither his/her vessel nor the storage slip shall be used for commercial purposes (commercial purposes shall include, but not be limited to: outfitting or alterations of vessels for gain or profit; operation of chartering operations for a vessel in a storage slip, etc.).

The OWNER agrees to notify the CLUB in writing within seventy-two (72) hours of any sale, or substitution of the vessel. It is agreed between the parties hereto that this agreement may be terminated prior to its expiration date upon any of the following reasons:

- a. By breach of any covenants or provisions of this agreement or the published CLUB and dock rules.
- b. By written notice of termination of the OWNER accompanied by tender of unpaid fees or charge.
- c. By the storage facilities becoming unserviceable for any reason whatsoever.
- d. By sale of the vessel, unless the OWNER elects to retain the storage space for a period thereafter, not to exceed the remaining days of the month previously paid, with the approval of the Slip Committee.

The CLUB reserves the right to either cancel or refuse to renew this agreement if, in the sole judgment of the CLUB, the continuation of this agreement would not be consistent with the general purpose of the CLUB or beneficial to its membership.

The OWNER acknowledges that should litigation, arbitration, or mediation become necessary to resolve any dispute arising from the terms of this agreement, the prevailing party in said dispute is entitled to collect reasonable costs and attorney's fees arising from the dispute.

The OWNER acknowledges that the CLUB has the right to establish and enforce a maritime lien against the above described vessel, appurtenances and contents (collectively the "vessel"), pursuant to 46 U.S.C. 31342 for any delinquent fees, unpaid sums due or to become due for the use of dock facilities, for services rendered by the CLUB, for damages caused to any docks or property of the CLUB by the vessel or other obligations incurred.

Any dispute, controversy, or claim arising from or relating to this contract or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules of Procedure of the Miami Maritime Arbitration Council in effects at the commencement of the arbitration. The award shall be final and shall be enforceable by any Court having jurisdiction.

OWNER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL THE TERMS AND CONDITION ON BOTH SIDES OF THIS AGREEMENT AND AGREES TO ABIDE THERBY.

Owner Signature: _____

Miami Yacht Club

Print Name: _____

MYC Membership #: _____

** Need copy of Insurance
FL registration n° information

The insurance policy must show the Miami Yacht Club as co-beneficiary of the police.