

OSC Winter Storage Space Agreement – 2018/19

Trailer Boats

Period: Fall Dock Day 2018 through April 15, 2019 Rate : \$162.04 + 12.96 tax \$175 with application

Owner: _____ Date: _____

Address: _____

Contact Phone: _____

Boat Make: _____

Name of Boat: _____ Hull color: _____ Boat Year _____

Registration No: _____ Trailer License Plate No. _____

The Otsego Sailing Club, Inc. ("Club") hereby agrees to allow the Owner, designated above, to store Owner's sail boat on Club property for the Period set forth above on the terms and conditions there and hereafter set forth:

Terms and Conditions

1. For the purposes of this Agreement the term "Owner" shall include the registered owner of the vessel, members of his family, guests, outside labor, agents or other persons using the vessel, and the person or persons delivering the vessel to the Club or removing the vessel from the Club. The "Owner" as herein defined shall be deemed the legal equivalent of the "Owner" as set forth in the New York mechanic's liens statutes.
2. The Owner shall abide by the rules and regulations now and hereafter in force as promulgated by the Club, and as from time to time posted in the Club house. Failure to so comply shall be deemed a material breach of the Agreement.
3. The parties hereto agree that neither the Club nor any agent, servant, employee or other actual or apparent representative of the Club shall be liable for any loss, damage or personal injury to the person or property of the Owner or any guest, employee, agent, servant, independent contractor, or other actual or apparent representative of the Club, whether such loss, damage or personal injury be occasioned by a fire, theft, Act of God, or any other cause or condition, including negligence of the Club or imputable to the Club, its agents, servants, employees, independent contractors, tenants, or other actual or apparent representative thereof, in any way resulting from or arising out of the storage of the vessel as provided for in this agreement.
4. Owner hereby agrees to indemnify and hold harmless the Club, its agents, servants, employees, independent contractors, tenants and other actual or apparent representatives from and against and all claims, suits or damages by a third party arising out of the use, maintenance, operation, storage, or relocation of the vessel by the Owner or Club or their agents, servants, employees, independent

contractors, tenants or other actual or apparent representatives thereof, and Owner hereby assumes full responsibility and liability for such damage, claim or suit.

5. It is hereby expressly understood that the relationship hereby created is not one of bailment. This agreement is simply for the right to store a vessel. The Club does not undertake and here by expressly disclaims any duties in regard to maintenance, safe keeping, or security of the vessel or its components. It is the Owner's sole responsibility to periodically check the vessel and insure its condition and security.

6. If the Owner breaches any term of this agreement, the Club may declare this agreement terminated. The Club shall have all rights and remedies available to it under the laws of the State of New York, as well as any other rights and remedies available at common law or by statute, including the rights to recover or maintain possession of the vessel. Upon termination, the vessel and all property associated therewith shall be removed within one (1) week. Any vessel on Club Property after that week will be charged a storage fee of \$10 a week. Any vessel on club property 14 days after termination may be removed and the owner charged towing fees.

7. This agreement may not be assigned under any circumstances whatsoever. Upon sale of the vessel, this agreement is terminated automatically and the terms as set forth in paragraph 6 shall apply, unless the new owner has made other arrangements acceptable to the Club, in its sole discretion.

8. No refunds shall be given.

9. The Club reserves the paramount right to use its property. There shall be no specific space assigned to the Owner's vessel, and the Club may move the vessel at its convenience.

10. The Club reserves the right of access to the vessel should it be necessary in the sole and absolute exercise of the Club's discretion.

11. Storage Fees are due on the Fall Dock Day. Failure to pay by November 1st will result in a 10% late fee being assessed. Failure to pay within 30 days of Dock Day may also result in termination of this agreement at the sole discretion of the Club. Upon termination the vessel Owner agrees to the assessment of storage fees of \$10 a week. All invoices are due and payable upon receipt.

12. Absolutely no electric heaters may be used at any time. Violators will be evicted.

13. Living aboard is prohibited. No vessel may plug into the Club's electric outlets.

14. Disposal of any fuel, chemical, antifreeze, grease or oil is prohibited.

15. Owner is responsible for keeping the area around their vessel mowed, neat and clean.

16. The Owner's full name and phone must be legibly written on the tongue of the trailer.

In witness whereof, Owner and Club have executed this agreement below. OTSEGO SAILING CLUB, INC.

OWNER _____ date _____ date