



POOTATUCK YACHT CLUB

SLIP USE AND OFF-SEASON STORAGE AGREEMENT

- 1) I agree to pay the slip charges and observe the "Rules Governing Lease & Use of Slip" and all other rules pertaining to membership and slip usage at Pootatuck Yacht Club (the "Club") as stated in the club's book as same may be amended from time to time. I recognize that it is my responsibility to make myself aware of the rules and any changes thereto.
- 2) I shall not use the Slip, or any part thereof, or permit the same to be used for any illegal, immoral or improper purposes. I shall not make or permit to be made any disturbance, noise or annoyance whatsoever detrimental to the vicinity of the Slip. I shall make any and all repairs to the Slip, any dock fingers or pilings if the damage was in any way caused by the fault or negligence of my Boat or my guests, invitees or licensees and I shall surrender and deliver said Slip, without demand in as good order and conditions as when entered upon, ordinary wear and tear excepted. I shall not to make any changes, additions or removal to the structures or wiring of the slip or dock without approval from the Fleet Captain.
- 3) The below-numbered slip (the "Slip") may only be used for my personal boat (the "Boat") and I will pay the Club the prevailing rate for use of the Slip as same may be determined from time to time. The season during which I may use the Slip shall run from April 1 through December 15th. I use the Slip at my own risk, and I understand the Club does not provide services or protections in connection with my use of the Slip and I am responsible for any loss or damage or whatever kind or nature to the Boat, her contents, gear and equipment. I will not permit the use of the Slip by any other person without the express written authorization of the Club or in violation of Club Rules. I understand and agree that this agreement is not a bailment of my Boat.
- 4) I agree to defend, indemnify and to hold the Club, and it's Officers, employees or agents (collectively the "Indemnified Parties") harmless from any loss, cost, damage, expense, including attorney fees and liability by reason of property damage, personal injuries or both; such damage and injuries of whatever nature or kind arising out of or as a result of my use of the Slip or relating in any way to this agreement. Furthermore, I agree that the Indemnified Parties shall not be liable for any damages or claims arising out of any damage to my Boat or other property sustained as a result of fire, theft, acts of third party(s), or by the elements. I will provide and keep current sufficient levels of insurance for coverage of liabilities, including discharge of pollutants and for my property. I am aware that the Club requires a certificate of insurance specifically listing Liability of at least \$300,000.00 and sufficient Pollution Liability and Hull coverage.
- 5) This agreement shall continue from year to year provided I remain current in my financial obligations to the Club and otherwise comply with all Club Rules, including those which may be created or changed hereafter. I will ensure that all registrations and taxes applicable to my Boat shall be kept current and will further ensure that a current Certificate of Insurance and Registration for my Boat shall be provided to the Club at all times that my Boat is on Club property. I will immediately update this agreement if I should change my Boat or slip.
- 6) If my Boat is to be stored at the Club during the off-season, I agree to pay the prevailing rate for same as such rate may be determined from time to time and to abide by all of the foregoing provisions during such period of storage.
- 7) By signing this agreement, I expressly confirm I understand the Club rule that all vessels must be kept in a seaworthy condition and in good and safe state of repair, not unsightly, and in an operating condition, and must leave the slip under its own power at least once a year and travel a distance of equal to at least to the breakwater and back. The determination of "operating condition" and "unsightly" and any disciplinary action shall be the decision of the Board.

Print Name: _____

Residence Street Address: _____

City: _____ State: _____ Zip: _____

Signature of Owner: _____ Date: _____

Vessel Identification:

Vessel Name: _____ Manufacturer: _____

Model: _____ Hull ID # _____ LOA _____ Beam _____

Registration (ST#) _____ Documentation (US#) _____

Name/Names on Registration/Documentation: _____

CLUB USE ONLY BELOW THIS LINE

Agreement# _____ Approved by Fleet Captain: _____

(Slip#+ Name ex.:15N Smith)

INITIALS

Print Name

(Date)

100 Housatonic Avenue, Stratford, CT 06614