

Boat Space Rental Agreement

Agent: Irwin Corp. d/b/a Irwin Marine
73 Weirs Road
Gilford, NH 03249

Slip or Space Number: _____

THIS IS A LEGALLY BINDING AGREEMENT, READ IT CAREFULLY.

1. THIS AGREEMENT is entered into between the

OWNER:

And TENANT:

Subject to the following terms and conditions.

2. TERM: This agreement is for the period from May 1st, 20____ to April 30th, 20____ inclusive. (Not less than one calendar year)

3. PRICE: The rental price shall be \$ _____ payable upon signing this Agreement, unless otherwise agreed upon as follows: Deposit of \$ _____ upon signing this Agreement, and the balance of \$ _____ to be paid at the time of the TENANT'S boat launching or May 1st, 20____, whichever occurs first. The deposit is non-refundable.

4. THE TENANT AGREES TO THE FOLLOWING:

- a. The TENANT has inspected the boat rental space and has determined that it is appropriate for the TENANT'S vessel. The TENANT is responsible for properly securing their vessel to prevent damage to docks, pilings, supporting structures, and other vessels. Furthermore, the TENANT agrees to hold the Agent, the Owner, and Mountain View Yacht Club, harmless for any damage that may occur to the vessel, while secured in the subject rental space.
- b. To abide by all the Rules and Regulations, Articles of Agreement, By-Laws, Covenants and Restrictions of the Mountain View Yacht Club. BY-LAWS, ARTICLE I, 1-200.
- c. To use discretion in operating all noise and sound generating equipment so as not to create a nuisance. RULES AND REGULATIONS #1
- d. Parties or other social gatherings within the CLUB property shall be conducted such that the rights of others to reasonable peace and quiet are not infringed upon. RULES AND REGULATIONS #1.
- e. No person under the age of 16 years shall be permitted on the CLUB property unless accompanied and supervised by an adult. RULES AND REGULATIONS #2.

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- f. Any lifeboat or dinghy shall be stored aboard the boat or vessel not tied in the same slip as the boat or vessel. RULES AND REGULATIONS #3.
- g. TENANTS and guests are not allowed to bring pets on the CLUB property. Existing pets, from the 2000-2001 season shall be allowed pursuant to the terms of RULE 6, PETS A. Members, until such time as these specific pets die. New or replacement pets shall not be permitted.
- h. Limitations of liability: The TENANT and their guest assume the risk of loss or damage to any boat or vessel or their personal property owned by such person. RULES AND REGULATIONS #9
- i. All garbage shall be deposited in receptacles provided by the CLUB. RULES AND REGULATIONS #10
- j. That the TENANT'S boat can not be removed from the club property until all charges and monies owed for rental space and services rendered have been paid in full, and if not a mechanics lien may be put in place on said boat according to Chapter 450-A (Lien on Vessels, Boats, and Boat Motors) and Chapter 350 (imposing fines of the State of N.H. R.S.A.'s)
- k. **INSURANCE:** The TENANT shall at all times maintain fire, casualty, extended coverage, and liability insurance on its own personal property and boats. Such policies, to the extent practicable, shall also run to the benefit of the CLUB in the event of damage to CLUB property or injury to CLUB members, guests, or employees as a result of an insured event under such policies. The TENANT shall provide a certificate of such insurance with the secretary and management of the CLUB. BY-LAWS ARTICLE IX, 9-500.
- l. No swimming, diving, fish cleaning, fishing, wind surfing, bathing, jet-skiing or similar activity shall be permitted from, near, or about the slips, nor in or about or from the boats or vessels while in or about the slips. RULES AND REGULATIONS #12.
- m. No picnic tables and no charcoal or open flames barbecues shall be permitted on the docks or slips, nor on or about any boats or vessels therein. RULES AND REGULATIONS #13.
- n. No sign, notice or advertisements shall be placed in or about the CLUB property, including the slips, nor on or about any boats or vessels therein, without the prior written permission of the CLUB management. RULES AND REGULATIONS #16.
- o. No sale, solicitation, or other offering shall be conducted on or about the CLUB property, without prior written approval of the CLUB management. RULES AND REGULATIONS #17.
- p. Outside labor or contractors are prohibited from entering the CLUB property unless expressed permission is granted by the CLUB management. RULES AND REGULATIONS #18.
- q. Each boat owner is exclusively responsible for leakage in their boat. In the event any boat sinks on or about the CLUB property, including the slips, the TENANT-OWNER shall act immediately to cause it to be repaired or removed. In the event the TENANT-OWNER fails to act immediately, the CLUB management shall be empowered to cause such boat to be repaired or removed and shall be entitled to recover the costs thereof from the TENANT-OWNER. The CLUB and CLUB management shall not be liable for any damage caused to such boat on account of such removal. RULES AND REGULATIONS #21.
- r. The TENANT shall provide the CLUB with a set of keys to the boat ignition and cabin doors.

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- s. The CLUB Management shall maintain a registry of all such boats including the names of the owner and the boat, the serial and registration number, the name and address of the insurer. RULES AND REGULATIONS #7.

MAKE: _____ MODEL: _____

LOA: _____ BEAM: _____ YEAR: _____ DRAFT: _____

HULL #: _____ REGISTRATION #: _____

MOTOR MAKE: _____ MOTOR MODEL: _____

MOTOR SERIAL #: _____ MOTOR SERIAL #: _____

TRAILER INVOLVED: YES _____ NO _____ DESCRIPTION: _____

INSURER'S NAME: _____

ADDRESS: _____

Certificate of insurance will be provided, Initial _____

- t. This Agreement includes outside winter storage privilege.

TENANTS further certify that they have examined the space in which the subject boat is to be placed and find it suitable and acceptable. The TENANTS also certify that they understand the terms and conditions set forth herein.

TENANT _____ DATE: _____,20 _____

TENANT _____ DATE: _____,20 _____

OWNER _____ DATE: _____,20 _____

OWNER _____ DATE: _____,20 _____