

# Schenectady Yacht Club, Inc.

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## Storage Agreement

Owner Name(s) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Day Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_ Emergency Phone \_\_\_\_\_  
Email Address (for billing purposes) \_\_\_\_\_  
Year / Make / Model \_\_\_\_\_ Boat Size \_\_\_\_\_  
Name on Boat \_\_\_\_\_ Reg. # \_\_\_\_\_  
Insurance Company \_\_\_\_\_  
Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_

**\*Owner must attach a copy of an insurance declaration with minimum liability coverage of \$500,000 per occurrence.**

Schenectady Yacht Club, Inc. (hereinafter "Schenectady Yacht Club" or "SYC") will provide storage for the boat described above.

Winter storage season begins on October 1<sup>st</sup> and ends May 31<sup>st</sup>. Summer storage season begins on June 1<sup>st</sup> and ends September 31<sup>st</sup>. No refunds will be made if this agreement is cancelled prior to the end of a season. The boat owner is responsible for having **valid insurance coverage** for liability in the amount of at least \$500,000 per occurrence stored and must show proof of insurance prior to the haulout.

**NOTE:** Boat owner is to provide stands and blocks and sufficient help to set boat. An additional charge will be applied if these items are not supplied. Charge to be a minimum of \$125.00 and \$25.00 per stand.

**Payment is due in full prior to the time of haulout by check or credit card (NO CASH).  
Please notify SYC at least one week prior to your anticipated haulout date.**

Haulouts will commence on weekends beginning September 1<sup>st</sup> through October 31<sup>st</sup> (some weekdays can be accommodated by appointment). The agreed upon haulout date and/or time may have to be adjusted based on space limitations and the boat's storage configuration. Launch and pre-haul out include complementary 24 hour dockage. Over 24 hours, regular dockage fees will be charged, (notwithstanding extenuating circumstances).

Boat Owner's Initials: \_\_\_\_\_

## SCHENECTADY YACHT CLUB STORAGE RATES

### **RATE SCHEDULE for Yard Storage**

All rates do not include applicable sales tax

	Per Foot Rate	Per Foot Rate
	<u>Winter</u>	<u>Summer</u>
Member Second Boat – Non-trailer	\$22.00	\$ 0.00
Member Second Boat – Trailer	\$20.00	\$ 0.00
Mohawk-Hudson River Member – Non-trailer	\$22.00	\$22.00
Mohawk-Hudson River Member – Trailer	\$20.00	\$20.00
Non-Member Boat – No trailer	\$26.00	\$26.00
Non-Member Boat storage – trailer	\$24.00	\$24.00
Scheduled Haulout Per Ft		\$10.00
Non-Member Boat Per FT (Long term) W/electric	Winter/Summer \$50.00	Winter/Summer \$50.00
Non-Member Boat Per FT (Long term) without electric	Winter/Summer \$45.00	Winter/Summer \$45.00
Member - RV Storage (No Residency) per foot	\$10.00	\$ 0.00
Non-Member – RV Storage (No Residency) per foot	\$10.00	\$10.00
	<u>Winter</u>	<u>Summer</u>
Trailer Storage (no boat) 10 – 20 ft	\$120.00	\$120.00
Trailer Storage (no boat) 21 – 25 ft	\$130.00	\$130.00
Trailer Storage (no boat) 26 – 30 ft	\$140.00	\$140.00
Short Term Storage same as Dockage	\$2.00 per foot no Electric	
	\$2.50 per foot 30 AMP	
	\$2.75 per foot 50 AMP	
	\$3.00 per foot 100 AMP	

Revised 8/28/23 LM

Boat Owner's Initials: \_\_\_\_\_

## TERMS AND CONDITIONS

1. The storage provided by this agreement shall be for the use of SPACE ONLY and at the sole risk of the owner. Owner hereby releases Schenectady Yacht Club (hereinafter "SYC") of all liability for the theft or damage of any kind to the boat, contents, gear, and/or equipment and any other property of the owner whatsoever, whether or not such loss or damage shall have been caused by the fault or negligence of SYC or any of its members, employees, agents, licensees, or invitees.
2. SYC shall not be responsible for any negligence or injuries to persons or property occurring on any part of the premises or for any reasons whether herein specifically stated or not.
3. Boat owner represents that he/she owns the boat identified in this agreement and agrees to all terms and conditions set forth in this agreement. Failure by boat owner to comply with the terms and conditions as stated, or with SYC rules and regulations, will entitle SYC to terminate and cancel this agreement with no refund to the owner.
4. Owner will provide proof of insurance for liability with coverage to be a minimum of \$500,000 per occurrence as described on the first page of this agreement, and holds SYC harmless from subrogation claims of his/her insurance company.
5. SYC reserves the right to move the boat to any other storage space as SYC may find necessary without notice to, or permission from, the owner.
6. This agreement shall be valid from the time the boat is left in SYC's possession to the time that boat is removed from storage and off SYC property. Either party may terminate this agreement by giving other party ten (10) days written notice by certified mail. In the event the owner terminates this agreement prior to the expiration of the storage period, or in the event SYC terminates due to default of owner in the performance of the terms and conditions of this agreement, any storage fee paid by the owner shall be retained by SYC and shall not be refunded or prorated. Upon termination of this agreement, owner shall promptly remove the boat from the premises within 10 days.
7. A one-week notice is required for removal of boat from storage. For any winter storage boat not removed by June 1<sup>st</sup>, the owner will be charged Summer storage prorated to the date of the actual removal. Winter storage terminates on May 31<sup>st</sup>. **The boat will not be launched by SYC until all balances have been paid in full.**
8. Boats are required to be in fully operable condition at the time of launching. It is the owner's responsibility to assure that the boat is fully operable prior to launching. In the event a boat is not operable after it is launched, the boat must be immediately moved to the service dock or hauled back out to the storage yard at the owner's expense at \$10 per foot. The owner will thereafter be liable for additional storage fees to be assessed by SYC and is responsible for having the boat repaired to a fully operable condition in order to relaunch the boat.
9. In the event owner shall change owner's place of residence as set forth in this agreement, owner shall give SYC written notice of any change within 10 days of the change, specifying owner's current residence and telephone number.
10. Storage bills are to be paid prior to the time of haulout. Any additional bills thereafter are to be paid in full within 30 days after the date of invoice by check or credit card.

11. Bills not paid within 30 days of the date of invoice will be assessed a late fee of 0.5% monthly.
12. Owner's boat will be subject to a claim of a lien in favor of SYC if storage or other charges due are delinquent 60 days after the due date. Owner expressly consents to SYC taking full control of the boat stored on the premises if owner defaults under this agreement.
13. Bills not paid within 60 days of invoice will be subject to legal collection proceedings. Owner will be liable for all costs and attorney fees incurred by SYC in attempting to collect delinquent payment(s) from the owner and/or for any legal action taken by SYC due to the owner's default of the terms of this agreement. This includes legal proceedings required for obtaining any liens against the owner's boat in the event of default of this agreement or abandonment of the boat.
14. Should the owner abandon the boat, after 90 days of abandonment, SYC reserves the right to remove and/or destroy the boat at the owner's expense. If SYC incurs costs while removing or destroying the boat, the owner will be liable for such costs and expenses.
15. "Abandonment" is defined under this agreement as the owner's failure to pay a balance in full within 90 days of billing and failing to communicate with SYC in writing regarding the boat during such 90 days. After 90 days, the owner will be sent a warning letter via certified mail from SYC indicating that the boat has been abandoned per the terms of this agreement, and will therefore be removed or destroyed if the owner fails to respond to such letter in writing within 30 days from the date of that letter.
16. At the end of the storage season, the owner must neatly assemble all blocking materials and clean the storage area where the boat was stored (i.e. remove personal items such as framing, shrink wrap, etc.). SYC is not responsible for blocking materials left behind. At the discretion of SYC, blocking materials may be removed from storage sites after boats are removed. If the owner fails to clean the storage area where his/her boat was stored, a clean-up fee of \$100.00 will be charged to the owner.
17. All deposits and storage fees are nonrefundable. Contract rates are subject to seasonal changes and yearly increases.

The signer agrees to all terms and conditions of this agreement and authorizes Schenectady Yacht Club to provide storage services.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_, Boat Owner

Print name: \_\_\_\_\_

Signed: \_\_\_\_\_, on behalf Schenectady Yacht Club

Print name: \_\_\_\_\_

Boat Owner's Initials: \_\_\_\_\_