



## DIYC STORAGE/LAUNCHING/HAULING AGREEMENT

This Agreement by and between **DUCK ISLAND YACHT CLUB** (hereinafter referred

to as “**Lessor**”) and \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Street Address)

\_\_\_\_\_  
(City/Town) (State) (Zip) (Telephone Home/Work)

(hereinafter referred to as “**Lessee**”) owner of \_\_\_\_\_  
(Boat Number/Name) (Boat Type)

having an overall length of \_\_\_\_\_ and gross weight of \_\_\_\_\_  
(Feet, Inches) (Pounds)

(hereinafter referred to as “Boat”) for Storage/Launching/Hauling at Duck Island Yacht Club, Hammock Road South, Westbrook, Connecticut (hereinafter referred to as “Premises”).

Please list Crew Members. 1. \_\_\_\_\_ 2. \_\_\_\_\_

### **Lessor and Lessee hereby agree as follows:**

Services to be Provided by Lessor. The Lessor hereby agrees to provide the following services to the Lessee:

**Yes No** (check appropriate items)

- 1. Land Storage including crane use for launching and hauling the above-named boat commencing May 1, 2011 and ending November 15, 2011.
- 2. Crane use only for launching and hauling the above-named boat commencing May 1, 2011 and ending November 15, 2011.
- 3. Land Storage including ramp use for launching and hauling the above-named boat commencing May 1, 2011 and ending November 15, 2011.
- 4. Ramp use only for launching and hauling the above-named boat commencing May 1, 2011 and ending November 15, 2011.

**ASSIGNMENT. THIS AGREEMENT IS NOT ASSIGNABLE BY LESSEE.**

Lessee hereby acknowledges that he or she has fully read this Agreement, that he or she fully understands the terms of this Agreement and that he or she agrees to fully comply with all of the terms of this Agreement.

Dated and executed at Westbrook, Connecticut on \_\_\_\_\_ / 2011.

For Lessee: \_\_\_\_\_ / \_\_\_\_\_  
 (Signature) (Print Name)

For Lessor: Duck Island Yacht Club \_\_\_\_\_ / \_\_\_\_\_  
 (Signature) (Position)

(Not valid till signed by Lessor Flag Officer).

**STORAGE, CRANE and RAMP USE FEES \***  
(DOES NOT INCLUDE RACE FEES)

Boat Length	Active / Conditional Member	Social Member	Non-Member
JY15 (1), 420 and Laser	Free with race entry fee	Free with race entry fee	Free with race entry fee
16' and under	\$130.00	\$130.00	\$190.00
16.1' to 20'	\$525.00	\$525.00	\$850.00
20.1' to 31'	\$700.00		\$1000.00
Single Use (In & Out) crane Launch Fee	\$100.00		\$150.00

Note 1 - JY15 storage for non-members will be free with the race fee for the first year of racing.

- \* **ALL FEES INCLUDE 6% CONNECTICUT USE TAX**
- \* **RACES WILL NOT BE SCORED UNTIL ALL FEES ARE PAID IN FULL, AND COPY OF INSURANCE CERTIFICATE RECEIVED.**

\*\* The total gross weight of the boat at the time of the launching and hauling **must not exceed 3,500 pounds.**

**SINGLE USE (IN AND OUT) CRANE LAUNCH FEE**

<u>Member</u>	<u>Non-Member</u>
\$100.00	\$150.00

**Send executed Agreement and check to: Duck Island Yacht Club, Attn: Fleet Captain, P.O. Box 593, Westbrook, CT 06498.**

Terms of Agreement. The Lessor and Lessee agrees as follows:

1. Storage and Crane Fees. Lessee agrees to pay upon execution of the Agreement the fees indicated for the storage and/or crane or ramp use. **Lessee shall not place the boat on the premises or use the crane or ramp until all fees are paid in full.**
2. Storage Area. Lessee agrees to store the boat only in the storage area as indicated by the Lessor, which storage area may change at the discretion of Lessor.
3. Cradle/Trailer. Lessee agrees to maintain the boat on its own mobile cradle or trailer while on the premises of the Lessor.
4. Interference With Other Boats. Lessee agrees not to interfere with the storage and/ or crane or ramp use of any other boat on Lessor's premises.
5. Insurance. Lessee agrees to maintain liability insurance covering any and all loss or damage to the property of others or injury to any person or persons for which the Lessee would be liable as owner and operator of his boat while on the premises of the Lessor. Lessee agrees that Lessor does not have control or possession of the boat nor does it have any relationship or responsibility, legal or otherwise, to Lessee or to any person acting on behalf of the Lessee except as provided in this Agreement and therefore is not responsible for any loss or damage or injury associated with the ownership, use, storage or crane or ramp use of said boat. **Lessee must submit current insurance coverage copy with contract.**

Please Initial \_\_\_\_\_

6. Crane or Ramp Use. Lessee agrees to act with the highest degree of caution required in launching or hauling the boat. Lessee agrees that Lessee and all persons assisting Lessee or acting on Lessee's behalf in the launching and hauling of the boat are trained in the use of and are familiar with the use and operation of the crane and the ramp. **No person shall be on board the boat at the time of launching or hauling.**
7. Indemnification. Lessee agrees to indemnify and hold harmless Lessor, as Lessee of the premises and the owner of the ramp and Duck Island Condominium Association, Inc., the owner and Lessor of the premises, the crane and docks, from any and all claims, losses, damages, personal injury and/or property damage and any and all costs and expenses including but not limited to all costs, attorneys fees, court costs, and other associated costs incurred as a result of any claim by any person as a result of any act or omission of Lessee and/or any person assisting Lessee or acting on Lessee's behalf in regard to the storage and/or use of the crane or the ramp. Please Initial \_\_\_\_\_
8. Removal of Boat. Lessee agrees to remove the boat from the premises no later than the date indicated in Page One above unless a Winter Storage Agreement has been executed with Duck Island Condominium Association, Inc. and all sums due thereunder have been paid in accordance therewith.

9. Rules, Regulations and Requirements. Lessee agrees to follow and comply with all rules, regulations and requirements, whether verbal or written, posted or otherwise of Lessor in regard to the storage and/or crane use.
10. Terms: Violations. Lessee agrees to comply with all terms of this Agreement. Any violation of any term of this Agreement by the Lessee shall cause the storage and/or crane use rights of the lessee as stated herein to immediately terminate without further notice to Lessee. In the event of a violation Lessee agrees to immediately remove the boat from the premises and thereafter cease and desist from any and all use of the crane.
11. Crane and Ramp Usage Training. Upon execution of this Agreement, Lessee agrees to immediately contact the Fleet Captain or Rear Commodore-Race of Lessor for training on the use of the crane and ramp. Lessor further agrees that any and all persons assisting Lessee or acting on Lessee's behalf in the launching and hauling of the boat will, prior to any use of the crane or ramp, contact the Fleet Captain or Rear Commodore-Race of Lessor for training on the use of the crane and ramp. **Any use of the crane or ramp without completing the training in the use of the crane or ramp shall be deemed a violation of the Agreement.**

Please Initial \_\_\_\_\_

12. Race Entry: Racing. Lessee acknowledges that this Agreement is contingent upon Lessee entering into, filing a formal race application and paying all of the Duck Island Yacht Club racing and storage fees required for the series or events entered. Any non-Duck Island Yacht Club member not racing at Duck Island Yacht Club shall not be entitled to enter into this Agreement to store their boat and/or use the crane or ramp.
13. Ramp Use Only. All Lessees entering into this Agreement for the use of the ramp use only shall not store their boat for any reason whatsoever on the premises at any time. These Lessees agree not to enter onto the premises prior to 8:00 a.m. of the day of the race in which they are entered and agree to remove their boat no later than 11:00 p.m. the same day. Any non-Duck Island Yacht Club member not racing at Duck Island Yacht Club shall not be entitled to enter into this Agreement for use of the ramp.

**Boat Weight. Lessee hereby states and acknowledges that the total gross weight of the boat at the time of the launching and hauling does not exceed 3,500 pounds.**

Crane Key. Lessee hereby acknowledges receiving a key from Lessor for the operation of the crane. Lessee agrees **NOT TO COPY THE KEY OR LOAN THE KEY TO ANY OTHER PERSON FOR ANY REASON WHATSOEVER.** Lessee agrees to immediately remove the key from the crane upon completion of Lessee's use of the crane. Lessee agrees to return the key to the Fleet Captain of

the Rear Commodore-Race of Duck Island Yacht Club at the expiration of this agreement. If Lessee loses the key, Lessee agrees to pay a key replacement fee of \$10.00.

Please Initial \_\_\_\_\_

Negligent Use or Misuse of Premises, Docks, Crane or Ramp. Lessee hereby agrees to use extreme caution and attention at all times when upon the premises and/or in the use of the premises, docks, crane or ramp. Lessee agrees that Lessee shall be solely responsible for any repair of any damage whatsoever caused by misuse or negligence by Lessee or any other person acting on behalf of Lessee or on the premises or docks with the express or implied permission or invitation of Lessee. Lessee hereby agrees to inform any other person acting on their behalf or on the premises or docks with the express or implied permission or invitation of Lessee to use extreme caution and attention at all times when upon the premises and/or in the use of the premises, docks, crane or ramp.

Additional Terms:

Premises. The premises described hereunder are known as the premises of Duck Island Yacht Club, Hammock Dock Road, Westbrook, Connecticut.

Inoperable Crane or Ramp. In the event that the crane or ramp becomes inoperable for any reason whatsoever, the Lessee shall not be entitled to a rebate of any storage or crane or ramp fees paid. Lessor agrees to repair the crane or ramp within a reasonable time after same becomes inoperable, if practicable in the discretion of Lessor. **Lessee agrees to immediately notify Lessor of any and all problems with the crane or ramp immediately upon discovery thereof.** Lessor shall not be responsible for any loss or damage to the Lessee's boat, Lessee or any person assisting Lessee or acting on Lessee's behalf as a result of the inoperability or malfunctioning of the crane or ramp.

Termination of Agreement. This agreement shall terminate immediately upon one of the following events

- Upon mutual consent of the Lessor and Lessee.
- On the date as specified in Paragraph A, above.
- Upon discovery of any false representation of Lessee of any item contained herein.
- Upon the sale of the boat by Lessee.
- Failure to pay the fees required hereunder.
- Any violation of the Agreement.
- If a member of Duck Island Yacht Club, the failure to pay the yearly membership dues for the year in which this agreement is effective.

**Failure to pay any and all racing fees due to Duck**

**Island Yacht Club prior to the first gun of the race series entered.**

The loaning of the key issued to the Lessee for the operation of the crane to any person for any reason whatsoever.

**Please Initial \_\_\_\_\_**

**18. Operation of Crane. It is the responsibility of the crane operator while hauling the vessel in and out of the water, to prevent anyone from standing or crawling underneath the boat “footprint” while in the air.**

rev 04-23-2011

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**Please read the Environmental Standards Policy on the next page.**

Date: April 11, 2011

## **Environmental Standards Policy**

Duck Island Yacht Club, Duck Island Condo Association

### I. Overview

The Connecticut Department of Environmental Protection (DEP) has developed and implemented certain standards affecting yacht clubs. Members of Duck Island Yacht Club and Duck Island Condominium Association (collectively herein referred to as the "organization") shall observe these established policies for ensuring our compliance with its environmental obligations.

It should be understood that all spent material is a waste and therefore may be regulated; with this in mind, management of the waste is a matter of being considerate as to the type of waste and its associated requirements. Significant types of potential waste come from repair and maintenance activity and may include spent materials such as fuel, oil, engine coolant, batteries, battery acid, paint, and solvents. Additionally, materials also having potential for adverse effect on the environment may come from bilges and marine head systems, as well as bottom paint. There are also best management practices for recycling certain types of items such as bottles and cans.

### II. Strategy

As an organization without operational services (fuel, maintenance, etc.), and in consideration that the majority of potential issues come from boat maintenance whereby the boats are personal property, the predominant strategy will be the minimization of on-site waste. With this approach, the organization will have minimal potential impact on the environment and reduce regulatory risk. To accomplish this, requirements will be established by policy, periodic communications shall occur, and audits will be utilized to provide feedback for improvement.

### III. Policy

- a. Bottles and Cans: Receptacles are to be provided for the collection of bottles and cans. Bottles may be redeemed, or provided with cans for recycling.
- b. Fluorescent Bulbs, Thermostats and Light Fixture Ballasts: Shall be changed-out and disposed of by a contractor permitted in handling and disposal of these wastes.
- c. Bottom painting is prohibited on the organization's property. Included as "bottom-painting" are related activity of sanding, stripping, chemical cleaning and painting.
- d. Cleaning of boat bottoms painted with soft or ablative paints is not permitted in the slips.
- e. Club Owned and Privately Owned Auxiliary Power Boats: Activities associated with the following items shall be carried out at the owner's responsibility in accordance with this policy. Wastes associated with these activities shall not be stored (even temporarily) or disposed of at the organization's property. The owner's has the obligation to dispose of these in accordance with regulatory requirements, and as "property owners", are encouraged to consider hometown sponsored collection services or commercially available options.
  - i. Engine Oil and/or filter change-out
  - ii. Fuel and/or filter change-out
  - iii. Battery and/or acid change-out
  - iv. Engine coolant change-out
- f. Storage of useable fuel shall be allowed in boats only, and in appropriate tanks or containers.
- g. Storage of batteries is not allowed.
- h. Any questions regarding this policy, including consideration of activities or waste materials not included, shall be directed to the Commodore of Duck Island Yacht Club, and the President of Duck Island Condominium Association.
- i. This policy shall be reviewed on an annual basis for necessary revisions by the Commodore of the Duck Island Yacht Club and the President of the Duck Island Condominium Association.