



DIYC STORAGE/LAUNCHING/Hauling AGREEMENT

Agreement (this "Agreement") made as of the ____ day of _____, 2024, by and between **The Duck Island Yacht Club, Inc.**, a Connecticut non-stock corporation with an address at Hammock Road South, Post Office Box 593, Westbrook, Connecticut 06498 (hereinafter referred to as "DIYC"), and _____, an individual residing at _____ and having a phone number of _____ (hereinafter referred to as "Owner").

BACKGROUND

Owner is the owner of _____,
(Storage Item (s)-- Boat, Trailer, Vehicle, Other)
having an overall length of _____ and gross weight of _____
(List each item feet, inches) (Each item in pounds)
(hereinafter referred to as the "Stored Item(s)"). DIYC owns and operates a yacht club that includes a parking lot suitable for the dry storage of boats and related equipment, as well as a ramp and crane equipment capable of launching and hauling boats of limited size and weight (the "Equipment"). Owner wishes to store the Stored Items and utilize the Equipment pursuant to the terms and conditions of this Agreement.

AGREEMENT

DIYC and Owner hereby agree as follows.

1. Certain Definitions

1.1 Dry Storage: The storage of Stored Items kept on the Premises in the designated Dry Storage Area.

1.2 Dry Storage Area: The parking lot areas on the Premises west of a straight line between the crane and the grassy knoll.

1.3 Premises: The driveway, parking lot, docks, ramps, crane and buildings on Hammock Dock Road, Westbrook, Connecticut, comprising the Duck Island Yacht Club.

1.4 Stored Item(s): Any Boat, Trailer, Vehicle or Item(s) left on the Premises in the Dry Storage Area during the Summer Season or Winter Season.

1.5 Summer Season: Seasonal dry storage on the Premises beginning on May 1 and ending on October 31.

1.6 Winter Season: Seasonal dry storage on the Premises beginning on November 1 and ending on April 30.



2. Services to be Provided by DIYC. Owner is entering into this Agreement for:

(check one or both)

- 1. The Summer Season.
- 2. The Winter Season.

Owner wishes to obtain the following services from DIYC: (check all appropriate items)

- 1. Dry Storage including crane use for launching and hauling boat(s) for the Summer Season.
- 2. Dry Storage including ramp use for launching and hauling boat(s) for the Summer Season.
- 3. Dry Storage only of the Stored Items for the Summer Season.
- 4. Dry Storage of the Stored Items for the Winter Season.
- 5. Crane use only for launching and hauling boat(s) in conjunction with a DIYC-sponsored event.

Note: nonmembers of DIYC who do not dry-store or race at the club may not enter this Agreement for crane and/or ramp use only.

3. Dry Storage, Crane and Ramp Use Fees (Do not include Race Fees*)

<u>DIYC Dry Storage Summer Season Rates</u>	<u>DIYC Member</u>	<u>Non-Member</u>	<u>Paid Amount</u>
JY15, 420 and Laser and other one-design sailing dinghies less than 16' and their trailer	Free with race entry fee	Free with race entry fee	
Stored items other than Thursday night one-design racing dinghies 16' and under	\$200.00	\$400.00	
Stored Item 16.1' to 20'	\$400.00	\$600.00	
Stored Item 20.1' to 31'	\$700.00	\$1000.00	
Stored Item 31.1' and up	\$900.00	\$1200.00	
Etchells, Melges 24 and other one-design class boats >20'. Fee per boat with 3 or more boats per class stored on the Premises; class/fleet captain must declare boats to be dry-stored on the Premises in writing	\$500.00	\$700.00	
Single Use (In & Out) Crane Launch Fee	\$25.00 per day	\$25.00 per day	
Winter Season Dry Storage	75% off Summer Season Fees	50% off Summer Season Fees	
Total Dry Storage Fees, Enclosed Check			



ALL FEES INCLUDE 6.35% CONNECTICUT USE TAX

- * **RACES WILL NOT BE SCORED UNTIL ALL FEES ARE PAID IN FULL AND A COPY OF THE INSURANCE CERTIFICATE HAS BEEN RECEIVED.**

Make check payable to: Duck Island Yacht Club
Send executed Agreement and check to:
Duck Island Yacht Club
P.O. Box 593
Westbrook, CT 06498.

4. Certain Obligations and Responsibilities of Owner.

- 4.1 Storage and Crane Fees.** Owner agrees to pay upon execution of this Agreement the fees indicated for the storage and/or crane or ramp use. **Owner shall not place the boat on the Premises or use the crane or ramp until all fees are paid in full.**
- 4.2 Dry Storage Area.** Owner agrees to leave the Stored Item(s) in the Dry Storage Area as indicated by DIYC, which may change at the discretion of DIYC. DIYC reserves the right to remove (at Owner's cost) any Stored Item left in the Dry Storage Area which does not have a signed and paid-in-full Dry Storage agreement.
- 4.3 Cradle/Trailer.** Owner agrees to maintain the boat safely on its own mobile cradle or trailer while on the Premises.
- 4.4 Interference with Other Boats.** Owner agrees not to interfere with the storage and/ or crane or ramp use of any other boat on the Premises.
- 4.5 Insurance.** Owner agrees to maintain liability insurance in the minimum amount of \$500,000 and property insurance for the insurable value of the Stored Assets, covering any and all loss or damage to property or injury (or death) of any person or persons, including without limitation the Stored Items, Owner, and Owner's guests and invitees, that may arise from or relate in any way to this Agreement, to Owner's use of the Premises or the Equipment, or to Owner's participation in activities of DIYC related thereto. **Owner shall, before bringing any Stored Items to the Premises, provide DIYC with a certificate of such insurance naming DIYC as an additional insured.**
- 4.6 Crane or Ramp Use.** Owner agrees to act with the highest degree of care and caution in moving, launching or hauling the boat. Owner agrees that Owner and all persons assisting Owner or acting on Owner's behalf in the launching and hauling of the boat shall be properly trained in and familiar with the use and operation of the crane and the ramp. Owner hereby represents that the total gross weight of the boat to be launched and hauled with the crane does not exceed 3,500 pounds and the total gross weight of the boat to be launched and hauled on the ramp does not exceed 500 pounds. Vehicles are not permitted on the ramp. **No person shall be on board the boat at the time of launching or hauling. The crane operator shall assure that, while hauling the vessel in or out**



of the water, no-one is standing or crawling underneath the boat's "footprint" while it is in the air. No person shall launch or haul any boat with the crane unless proof of insurance has been submitted.

4.7 Crane and Ramp Usage Training. Owner agrees that, promptly after the execution of this Agreement, he or she will contact the Fleet Captain or Rear Commodore-Race of DIYC for training on the use of the crane and ramp. Owner further agrees that he or she will cause any and all persons assisting Owner or acting on Owner's behalf in the launching and hauling of the boat to contact the Fleet Captain or Rear Commodore-Race of DIYC for training on the use of the crane and ramp prior to any use of the crane or ramp. **Any use of the crane or ramp without having completed the training shall constitute a violation of the Agreement.**

4.8. Crane Use Only. All Owners entering into this Agreement for the use of the crane only shall not store their boat for any reason whatsoever on the Premises at any time, except to compete in an event sponsored by the Duck Island Yacht Club. These Owners agree not to enter onto the premises prior to 8:00 a.m. on the day before the race in which they are entered, and agree to remove their boat no later than 10:00 p.m. on the day of the race.

4.9 Inoperable Crane or Ramp. In the event that the crane or ramp becomes inoperable for any reason, Owner shall not be entitled to a rebate of any fees paid hereunder. DIYC will exert its best efforts to repair the crane or ramp within a reasonable time after same becomes inoperable, if practicable in the discretion of DIYC. **Owner agrees to immediately notify DIYC of any and all problems with the crane or ramp immediately upon discovery thereof.** Notwithstanding the foregoing, if DIYC advises Owner that the crane or the ramp will likely not be repaired within thirty (30) days, Owner may terminate this Agreement and receive a pro-rata refund of the fees paid hereunder.

4.10 Careful Use of Premises, Docks, Crane or Ramp. Owner agrees to use extreme caution and attention at all times when on the Premises and/or in the use of the Premises, docks, crane or ramp, and to so cause every other person acting on the Owner's behalf or with the permission or invitation of Owner. Owner agrees that Owner shall be solely responsible for any damage caused by the misuse or negligence of Owner or any other person acting on behalf of Owner or with the permission or invitation of Owner.

4.11 Assumption of Risk, Release and Indemnification. Owner acknowledges and understands the risks inherent in the sport of boating, including without limitation the possibility of serious bodily injury or death and damage to property, and that such injury, death or damage could be caused, in whole or in part, by the acts, omissions and/or negligence of DIYC, the Duck Island Condominium Association, Inc. (the "Association"), and/or their governors, officers, members, committee members, volunteers, employees, contractors or agents (collectively, the "**Releasees**"). Owner agrees to assume all such risks and hereby releases from liability and waives any and all claims that Owner (or Owner's minor children) may have or assert against any of the



Releasees on account of or in connection with any liability, claim, demand, cause of action, damage, loss or expense (including without limitation reasonable expenses and attorneys' fees) (collectively, "**Liabilities**"), resulting from, arising out of, or relating to Owner's or Owner's minor children's use of the Premises or the Equipment, or any other property or facilities of DIYC or the Association (collectively, the "**Property**"), including without limitation Liabilities **caused by the acts, omissions or negligence of any of the Releasees**. Owner further covenants and agrees not to sue, permit Owner's minor children to sue, or participate in a lawsuit brought by anyone else against, any of the Releasees in connection with any such Liability. **Owner agrees to indemnify, defend and hold harmless the Releasees against and from any and all Liabilities asserted against or suffered by them on account of or in connection with (i) Owner's, Owner's minor children's, Owner's guests' or Owner's invitees' use of the Property or their activities in connection with this Agreement, or (ii) Owner's default under this Agreement.**

4.12 Removal of Boat. Owner agrees to remove the Stored Items from the Premises no later than the date indicated on Page One above unless a Winter Storage Agreement (including this Agreement) has been executed with the Association and all sums due thereunder have been paid in accordance therewith.

4.13 Rules, Regulations and Requirements. Owner agrees that Owner and his or her guests and invitees will at all times: (a) conduct themselves with courtesy and respect and refrain from creating any nuisance, hazard or annoyance, including unnecessary noise; (b) comply with all applicable federal, state and local laws, rules and regulations; (c) comply with all applicable rules, guidelines, protocols, charters and bylaws of DIYC and the Association that are communicated to Owner verbally or in writing; and (d) comply with the Environmental Standards Policy set forth in **Attachment A** hereto.

5. Additional Terms and Conditions.

5.1 Termination of Agreement.

This Agreement shall terminate immediately upon the first to occur of the following events:

- The expiration of the Summer Season and/or the Winter Season, as selected by Owner in Section 2 above.
- Upon mutual written consent of DIYC and Owner.
- Upon discovery of any material, false representation of Owner hereunder.
- Upon the sale of the boat by Owner.
- Upon notice to Owner in the event of Owner's failure to pay the fees required hereunder.
- Upon Owner's material breach of this Agreement that is not cured within seven (7) days after notice by DIYC, or immediately upon the occurrence of a similar breach by Owner.
- If Owner is a member of DIYC, upon notice from DIYC in the event of the member's failure to pay the yearly membership dues for the year in which this Agreement is effective.



- **Upon notice from DIYC in the event of Owner's failure to pay any and all racing fees due to Duck Island Yacht Club prior to the first gun of the race series entered.**

5.2 Owner's Duties upon Termination of Agreement. Upon the termination of this Agreement for any reason, Owner agrees to immediately remove the Stored Assets from the Premises and to cease and desist from any and all use of the Premises, dock, ramp and crane. In the event that the Stored Assets are not removed from the Premises within ten (10) days after termination of this Agreement, Owner agrees that DIYC may cause them to be removed and stored off-site at Owner's expense.

5.3 Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their heirs, executors, administrators, successors and permitted assigns. If any provision of this Agreement is held to be unenforceable in whole or in part, by a court of competent jurisdiction, that provision shall be reformed, if possible, to make it enforceable to the maximum extent permitted by the court, and all other provisions shall remain in full force and effect. This Agreement may be executed electronically and/or in hard copy and it may be executed in counterparts, each of which shall be deemed an original, as long as each party has signed at least one counterpart. No provision of this Agreement may be waived or modified except by a writing signed by both parties. Owner may not assign this Agreement nor any of Owner's rights hereunder to any third party, and any purported assignment shall be null and void.

5.4 Owner's Representation. Owner represents and warrants that he or she has carefully read each provision of this Agreement, has had an opportunity to discuss each provision hereof with DIYC, and fully understands, and promises to comply with, all terms and conditions hereof.

Signature Page Follows



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

For Owner: _____
(Signature)

(Print name)

For DIYC: _____
(Signature)

(Position)

(Print Name)



ATTACHMENT A

Date: April 11, 2012

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 abrasive 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.