



PARKING CONDITIONS AND RULES

Lessee Name _____

Boat Name _____

Lessee Address _____

Boat Make/Model _____

Lessee City, ST Zip _____

Trailer Plate # _____

Lessee Email _____

Lessee Mobile # _____

The Charlevoix Yacht Club (hereinafter referred to as 'the Club') offers space for outside seasonal boat Parking on Club premises. It is mutually agreed by the parties that the Lessee's use of the space shall be governed by the following terms and conditions, and by additional conditions and rules established by the Club. Such additional conditions and rules shall apply whether listed on Club rate or reservation forms, mailed or delivered to customers, or posted in Club offices or on the Club's website. Parking is only available to members of the Charlevoix Yacht Club in good standing and is offered to such members at the discretion of the Club.

1. Period of use: The Parking season begins on May 1st and ends on October 31st of the same year.

2. Contracting for Parking: Lessee may contract with the Club for seasonal Parking space by execution of this Lease and making payment. The Club may assign a Parking space to each Lessee, and the Club reserves the right to reassign spaces as necessary among its premises located at 205, 207, and 209 Ferry Avenue.

3. Terms of Payment: Payment for Parking is expected to be made by check, made payable to Charlevoix Yacht Club, received on or prior to May 1st of the year Parking is to commence.

- CYC Racing boats up to 16' \$ 500.00
- Non-Racing boats up to 16' \$ 875.00
- CYC Racing boats up to 25' \$1,000.00
- Non-Racing boats up to 25' \$1,750.00

4. Refunds: This lease for Parking may be cancelled by the Club for any reason and at any time, with refunds for payment determined at the discretion of the Club Board of Directors. The Club may move boats at the Lessee's expense for boats not vacating the Club premises either at the end of the Parking period, or at a deadline required by the Club.

5. Method of Parking: The Club requires all boats stored on Club premises to be stored on their own trailers. Cradles and jack stands are not permitted forms of Parking. Empty trailers are not allowed in excess of one week while the boat is in the water.

6. Seaworthy Condition: The Lessee agrees that any vessel stored on Club premises be in a seaworthy condition. Seaworthy condition is defined as properly registered with the State of Michigan, maintained for regular and consistent use, and be in a fit condition ready for sea voyage.

7. Lien: The Lessee agrees to pay Parking charges. The Club shall be entitled to a possessory lien on said boat and/or equipment for any and all monies owed by the Lessee to the Club for said charges. The Club may refuse to permit any stored items to be removed from the Club premises until all of the terms and conditions of the Agreement have been met. Such possessory lien may be enforced as provided in Public Act No. 362 of 1998. The Club shall also have a maritime lien upon the boat, engines, gear, equipment and appurtenances to secure payment for any amounts owed to the Club under this agreement. The Club shall have a concurrent right, at its election, to pursue any and all legal remedies for default under or enforcement of this agreement and shall be entitled to recover from Lessee all damages, whether direct or consequential, including attorney fees.



8. Liability and casualty insurance: Lessee shall hold harmless and indemnify the Club against any injury or damage to third parties arising as a result of any act or neglect of Lessee in or about the Club premises. The Club requires each Lessee to carry insurance against loss or damage by theft, vandalism, malicious mischief, fire, wind, water or act of God covering his/her boat and its contents. Due to the number of persons using Parking areas, the Club is unable to exercise control or supervision over individuals who may come onto the Club premises or may use the grounds adjacent thereto. The Club shall have no liability for personal injury, property damage or loss for any injury, loss of use, or damage caused to Lessee, Lessee's guests, or Lessee's boat while on Club premises. Lessee assumes all risk of loss during the time Lessee's boat is on Club premises. Lessee acknowledges that Club premises are not fenced or locked and that no guard services are provided.

9. Assignment: Lessee may not assign any rights under this contract and may not assign, transfer, exchange, rent, or allow others to use the Parking space assigned by the Club without prior written approval from the Club.

10. Safety: Lessee acknowledges that the Club makes no safety or fitness-for-use warranty with regard to the Parking area and that any damage or injury that occurs to Lessee, Lessee's guests, Lessee's boat or equipment during the Parking period is not the responsibility of the Club.

11. Outside Parking: The Club offers outside Parking for boats with the mast up or mast down. Lessee acknowledges there is a greater risk of damage or accident with mast up Parking accepts and assumes this risk both to Lessee's boat or caused by Lessee's boat to other boats or to Club premises.

12. Boat Trailers: Lessee trailers used for transporting or storing boats must be maintained in roadworthy condition. Roadworthy condition includes a current license plate, functional coupler, tongue jack, and operational lights/lenses, safe tire condition, two safety chains, winch with serviceable cable/strap and hook, bunks or rollers in good shape, and no signs of pending failure of the trailer (cracks, bent or missing frame parts, severe rust).

This contract does not imply a continuing obligation on the part of the Club to offer, from year to year, Parking space to the Lessee. Neither does it imply that the Lessee is obligated to rent such space from the Club with the Lessee free to consider other available options. However, whenever any Parking space rental shall occur, from year to year, between Lessee and the Club, they shall be governed by this contract until superseded or canceled by the Club. A current contract form shall be executed each year.

The LESSEE, who has read, understands and agrees to the terms and conditions on both pages of this Contract, proposes, by affixing his/her signature below, to enter into Contract with the Charlevoix Yacht Club for the 2023 Parking season.

Lessee Signature

Date

Charlevoix Yacht Club

Date