



HARLEM YACHT CLUB - MEMBER



HAULING, STORAGE and LAUNCHING CONTRACT

Winter Storage: September 3, 2018 through May 31, 2019

Summer Storage: June 1, 2019 through September 3, 2019

Member Name: _____ Members #: _____ E-Mail: _____

Telephone #: _____ CellPhone #: _____

Boat Name: _____

Beam: _____ Ft. LOA: _____ Ft. Draft: _____ Ft. _____ In. Displacement: _____ Pounds.

Haul Out Dates: Please contact the Marine Chairman for available Hauling Dates. (Tides & Staffing !) OR
Refer to the Hauling Calendar on the Club Website

I. GENERAL PROVISIONS:

1. The undersigned member(MEMBER) of the Harlem Yacht Club(HYC) represents that he is the owner of the above named boat and hereby contracts with the HYC for the use of its hauling, storage and launching facilities subject to the HYC policies and fees and the following terms and conditions. The MEMBER understands and agrees that he will maintain his membership in good standing throughout the entire time his boat is stored on the Club premises. Furthermore should the boat be sold or transferred the MEMBER shall remain responsible for said boat until the boat is removed from HYC premises or the mooring field.
2. The MEMBER hereby agrees that: HYC nor any of its directors, officers, employees or agents bear any reasonable responsibility for fire, theft, damage or any compromise to its safety to any boat or any of its related equipment or blocking material while on HYC property or in its managed mooring field.
3. The MEMBER also has the responsibility for the proper selection and maintenance of his or her cradle, boat trailer, jack-stands and any and all blocking materials and to assure that those materials are properly utilized, the only exception being the right of the HYC Marine Chairman to consider a cradle, boat trailer, jack-stand or other blocking materials unfit for usage.
4. The MEMBER agrees to abide by all applicable laws and regulations regarding the use and disposal of all chemicals and paints and materials used on HYC premises. The MEMBER will ensure that all substances resulting from sanding, spraying and painting will be controlled within the guidelines specified by the EPA and DEP and all other government authorities. Any fines or penalties received by either the MEMBER or the Club will be the sole responsibility of the Member. The MEMBER further agrees to indemnify the Club for any further losses incurred by reason of his use of such chemicals, paints or other materials.

I. GENERAL PROVISIONS (Continued):

5. The MEMBER agrees that any grant of storage space and launching service shall not constitute a bailment of any kind either expressed or implied. The MEMBER further agrees that all risk of loss, damage or destruction of said boat, its equipment or other property of the MEMBER shall at all times be borne by the MEMBER.
6. The schedule of hauling, launching and the placement of boats on the HYC premises shall be at the sole discretion of the HYC Board of Trustees and its Marine Chairman.
7. **The MEMBER agrees that his boat will not be launched until all outstanding invoices for dues, fees and assessments are paid in full.**
8. For the services or privileges granted hereunder, the MEMBER agrees to pay the prescribed charges thereof at the times specified below.
9. The MEMBER agrees that the HYC shall have a lien upon said boat and its equipment for the amount of the charges for the storage space and the launching and hauling and such other services, membership fees and assessments as may be provided and that the MEMBER shall be liable for all attorneys' fees and other costs associated with executing such lien.
10. The MEMBER confirms by his signature on this contract that he has and shall maintain insurance with at least minimum coverage of \$100,000 liability while the boat is hauled, stored and launched at HYC.

II. FEES, WINTER STORAGE:

1. The fees for Winter Storage shall cover the period from September 3, 2018 or the execution of this contract, which ever occurs latest, through May 31, 2019.
2. These fees are payable in full upon the execution of this contract. No boat will be hauled or stored without a paid contract.
3. **FEES for Members:**
 - (a) MAIN YARD - \$31.00 per foot of LOA (Member supplied cradle/trailer/jack-stands)
 - (b) FARM YARD - \$28.00 per foot of LOA (Member supplied cradle/trailer/jack-stands)
 - (c) HYC furnished supports/jack-stands(if available) will be billed at an additional \$20.00 per jack-stand. (Use after June 1, 2019 shall be an additional \$20.00 for each week or part thereof)
 - (d) HYC furnished cradle(if available) will be billed at an additional \$15.00 per foot of LOA.
 - (e) Members MUST dismantle and fold their cradle within one(1) week after launching. Any Members cradle NOT dismantled and folded after 1 week, will be secured by the Marine Committee and the member billed \$50.00 for this service !

III. FEES, SUMMER STORAGE:

1. The Fees for Summer Storage shall cover the period from June 1, 2019 through September 3, 2019.
2. **These fees are payable in full upon receipt of invoice.**
3. FEES for Members:
 - (a) MAIN YARD - \$2.00 per foot of LOA per week.
 - (b) FARM YARD - \$1.00 per foot of LOA per week.

IV. FEES, CRADLE and TRAILER STORAGE:

1. The winter storage fee for a non-folding cradle or trailer is \$4.00 per week or any part thereof.
2. The summer storage fee for a non-folding cradle or trailer is \$8.00 per week or any part thereof.
3. **These fees are payable upon receipt of invoice.**
4. Cradles or trailers may be stored in the Main Yard at the discretion of the Marine Chairman.

V. HAULING AND LAUNCHING ONLY:

1. There are NO applicable fees if the boat or trailer or cradle is NOT stored on the HYC premises, however a signed contract and proof of insurance are required prior to the hauling and/or launching of members boats at HYC.

Starting in September 2018, members who haul boats at the Club will be assessed an Environmental Protection Impact Fee of \$55.00. This fee covers the cost of purchasing and placing protection fabric under each boat for water run-off from power-washing and boat cleaning. The Marine Committee will provide and place the protection fabric and it will be the responsibility of the boat owner to remove and dispose of the fabric when the boat is launched.

I have read the forgoing and accept all terms and conditions.

Date: _____

Signature of MEMBER: _____

SIGN HERE

Date: _____

Signature: _____
(On behalf of) THE HARLEM YACHT CLUB)



HAULING, STORAGE and LAUNCHING CONTRACT
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CALCULATIONS

MAIN YARD STORAGE: \$31.00 per foot of LOA LOA _____ Ft. = _____

FARM YARD STORAGE: \$28.00 per foot of LOA LOA _____ Ft. = _____

(Storage in FARM YARD requires mast removal in order to clear utility lines on Hunter Ave.)

New York Sales Tax @ 8.875 % = _____

Environmental Protection Fee: = \$55.00

TOTAL AMOUNT ENCLOSED: = _____

Make check payable to: **Harlem Yacht Club** and return with this contract to :

THE HARLEM YACHT CLUB
 Attention: Marine Chairman
 417 HUNTER AVENUE
 CITY ISLAND, NY 10464

*Boats will not be hauled unless a signed contract and full payment are received prior to the hauling date.
 No boat will be hauled if in the opinion of the Marine Chairman the cradle or trailer is unsafe or unsuitable for
 the boat being hauled. **The Marine Chairman may be contacted at: Marine@hyc.org***