



**HARLEM YACHT CLUB - NON-MEMBER**



**HAULING, STORAGE and LAUNCHING CONTRACT**

Winter Storage: September 5, 2016 through June 15, 2017

Summer Storage: June 16, 2017 through September 4, 2017

Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Boat Name: \_\_\_\_\_

CellPhone #: \_\_\_\_\_

Beam: \_\_\_\_Ft. LOA: \_\_\_\_Ft. Draft: \_\_\_\_ Ft. \_\_\_\_ In. Displacement: \_\_\_\_\_Pounds.

**Haul Out Dates:** Please contact the Marine Chairman for available Hauling Dates. (Tides & Staffing !)

---

**I. GENERAL PROVISIONS:**

1. The undersigned individual represents that he/she 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. Furthermore should the boat be sold or transferred the Boat Owner shall remain responsible for said boat until the boat is removed from HYC premises.
2. The Boat Owner 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 Boat Owner 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 Boat Owner 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 Boat Owner 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 or the Club will be the sole responsibility of the Boat Owner. The Boat Owner 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 Boat Owner agrees that any grant of storage space and launching service shall not constitute a bailment of any kind either expressed or implied. The Boat Owner further agrees that all risk of loss, damage or destruction of said boat, its equipment or other property of the Boat Owner shall at all times be borne by the Boat Owner.
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 Boat Owner agrees that his/her boat will not be launched until all outstanding invoices for fees are paid in full.**
8. For the services or privileges granted hereunder, the Boat Owner agrees to pay the prescribed charges thereof at the times specified below.
9. The Boat Owner 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 as may be provided and that the Boat Owner shall be liable for all attorneys' fees and other costs associated with executing such lien.
10. The Boat Owner 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 5, 2016 or the execution of this contract, which ever occurs latest, through June 15, 2017.
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:**
  - (a) MAIN YARD - \$38.00 per foot of LOA (Boat Owner supplied cradle/trailer/jack-stands)
  - (b) FARM YARD - \$35.00 per foot of LOA (Boat Owner 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 15, 2017 shall be an additional \$20.00 for each week or part thereof)
  - (d) HYC furnished cradle(is available) will be billed at an additional \$15.00 per foot of LOA.
  - (e) Boat Owners who elect to have HYC dismantle and fold their cradle or cradles not dismantled and folded within one(1) week after launching shall be dismantled and folded by HYC and the Boat Owner billed \$50.00 for this service.

**III. FEES, SUMMER STORAGE:**

1. The Fees for Summer Storage shall cover the period from June 16, 2017 through September 4, 2017.
2. **These fees are payable in full upon receipt of invoice.**
3. FEES:
  - (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.

---

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

---

Date: \_\_\_\_\_

Signature of Boat Owner: \_\_\_\_\_



Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(On behalf of) THE HARLEM YACHT CLUB)



HAULING, STORAGE and LAUNCHING CONTRACT  
 Winter Storage: September 5, 2016 through June 15, 2017  
 Summer Storage: June 16, 2017 through September 4, 2017



## CALCULATIONS

MAIN YARD STORAGE: \$38.00 per foot of LOA      LOA \_\_\_\_\_ Ft.      =      \_\_\_\_\_

FARM YARD STORAGE: \$35.00 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 %      =      \_\_\_\_\_

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](mailto:Marine@hyc.org)***