



## 2022 DRY BOAT STORAGE AGREEMENT

Butte Sailing Club – (a Partner of the Feather River Center)

Sailboat Yard Location; 930 Garden Drive, Oroville, CA 95965

Payments to: Payable online [www.buttesailingclub.org](http://www.buttesailingclub.org)

\*\*\*\*\* MUST BE A BUTTE SAILING CLUB MEMBER \*\*\*\*\*

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Butte Sailing Club, a non-profit corporation (hereinafter “CLUB”) and the person signing this agreement below as “Boat Owner.” as a member in good standing of Butte Sailing Club.

1. LEASE: CLUB hereby agrees to lease space to Boat Owner on a quarterly basis. The specific space to be leased to Boat Owner may be changed by CLUB at any time. A Boat Owner’s vessel may be moved for various reasons, including but not limited to: 1) little or no use of the vessel, 2) the size and weight of the vessel, and, 3) accessibility issues of other Boat Owners. As a courtesy to Boat Owner, CLUB will use its best efforts to notify Boat Owner of such relocation by mail, email, or phone using information provided by Boat Owner
2. SUBJECT TO SPACE AVAILABILITY: Privately owned boats where the owner has allowed CLUB to have use of said boat have priority use of CLUB storage facilities. In the event that CLUB needs space to store a CLUB-owed boat, Boat Owner agrees to vacate the space upon thirty (30) days advance written notice, deemed delivered on the day it is mailed to the address shown below. Should CLUB require the use of Boat Owner’s space, CLUB will pay a prorated refund of storage fees.
3. USE: The leased space shall be used by Boat Owner for only for the storage of the sail powered vessels only (no motor may be mounted on the sailboat) and its immediate accessories (mast, sails, and safety equipment) must be in proper working order. All sailboats MUST be stored with their mast raised and maintained to be in working order.
4. RULES AND REGULATION: Boat Owner agrees to comply with the rules and regulations of CLUB in force on the date of this agreement and as they may hereafter be amended by CLUB from time to time. Boat Owner agrees to maintain membership in the CLUB (Butte Sailing Club) during the term of this lease. Boat Owner agree not to allow anyone who is not a current member of CLUB access to Boat Owner’s boat. Boat Owner agrees not to disclose the combination of any CLUB locks, either during or after the term of this lease. Boat owner agree to be responsible for any damage to any

CLUB equipment or facility or to other private equipment due to improper handling of Boat Owner's equipment. Boat Owners may not sublease space.

5. LEASE PAYMENT: Boat owner and CLUB agree that lease payment in the amount of

- Sailboats Boats (up to 21ft) \$150.00 per quarter.

Payments paid by the first day of each quarter. Payment to be either by credit card through the online billing to your email address or by check, mailed to Butte Sailing club at the address above. Payment is made in one quarter blocks.

6. LATE FEES: Any lease payment payable by Boat Owner to CLUB not paid in full within five (5) days after the due date thereof shall bear late fee of ten dollars (\$10) per week calculated from one week past the date of delinquency to the date of payment. Such interest shall be deemed additional lease payment and is due upon demand, and CLUB shall have rights with respect to such non-payment as it has with respect to any other nonpayment of lease payment hereunder.

7. INSUFFICIENT FUNDS: Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$35.00, and thereafter, CLUB may require Boat Owner to pay all future lease payments by money order or cashier's check.

8. DEFAULT: If payment of lease is delinquent for a period of thirty (30) days Boat Owner agrees that CLUB may relocate the boat, and other boat related equipment belonging to Boat Owner to other less accessible space within the Premises. If payment of lease is delinquent for a period of three (3) months, Boat Owner's vessel, equipment and other sailing gear shall be deemed abandoned and shall thereupon become the property of the CLUB. Boat Owner shall be notified by written notice, deemed delivered on the day it is mailed to the Boat Owner's address shown below. Such notice shall be made thirty (30) days after the initial default and sixty (60) days after the initial default.

9. CONTACT INFORMATION: Boat Owner shall be wholly responsible for providing CLUB with current contact information. CLUB shall make a good faith effort to contact Boat Owner, but CLUB shall assume no liability if CLUB is unable to contact Boat Owner.

10. NO WASTE: Boat Owner shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Boat Owner in the Premises. Boat Owner shall not, without the prior written consent of CLUB, use any apparatus, machinery or device in or about the Premises which will cause any substantial noise or vibration or any increase in the normal use of electric power or water.

11. INDEMNIFICATION AND INSURANCE:

(a) Indemnification. Boat Owner shall defend and indemnify CLUB harmless from and against any and all common law or statutory liability, damages, losses, claims, civil actions, obligations, costs or

expenses, including attorneys' fees and all deductible amounts from any insurance policy arising from any act, omission or negligence of Boat Owner or its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Premises, or arising from any breach or default under this agreement by Boat Owner, or arising from any accident, injury or damage, howsoever and by whomever caused by any person or property, and whether or not caused by the negligence of Boat Owner or the strict liability of any party, occurring in or about the Premises. The foregoing sentence shall not be construed to make Boat Owner responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence of CLUB or another Boat Owner. All damage or injury done to the Premises or any appurtenances to either by Boat Owner, or by Boat Owner's agents, invitees, licensees, or employees, or by any other persons who may be upon the Premises with the consent of Boat Owner shall be paid for by Boat Owner.

CLUB shall not be liable for any loss or damage to person or property sustained by Boat Owner, or other persons, which may be caused by the Premises, or any other appurtenance or improvement to the Premises, being out of repair, or the bursting or leakage of any water, of sewage, or by theft, or by any act or neglect of any Boat Owner or occupant of the Premises or any other third parties, or of any other person. Boat Owner agrees to use and occupy the Premises at its own risk and hereby releases CLUB, its agents and employees from all claims for any damage or injury to the fullest extent permitted by law. CLUB will not carry insurance of any kind on Boat Owner's improvements or personal property, and the CLUB will not be obligated to repair any damage thereto or replace the same.

(b) Insurance. Boat Owner is solely responsible, at Boat Owner's sole cost and expense, to obtain an insurance policy insuring Boat Owner against damage to or theft of Boat Owner's boat, sails, and other equipment. Boat Owner agrees to release Insurance Carrier from any right of Subrogation against CLUB.

12. SEVERABILITY. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Lease, and/or application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforced as written to the fullest extent permitted by law.

13. TERMINATION. This agreement is predicated on an expectation that Boat Owner's equipment will be used on a regular basis. Evidence of such shall be by entry in the CLUB logbook. If, in the sole judgment of CLUB, Boat Owner's equipment is not used on a regular basis, CLUB may terminate this agreement by written notice given at least ten (10) days prior to the date the next rental payment becomes due.

If Boat Owner fails to remove Boat Owner's vessel and other equipment, CLUB may at its discretion, store it at Boat Owner's expense or deem it abandoned, thereupon becoming the property of BUTTE SAILING CLUB.

14. ATTORNEY'S FEES. If a suit is initiated in order to enforce any term of this agreement, CLUB shall be entitled to recover reasonable attorney's fees in addition to all other relief to which it may be entitled.

CLUB BOAT OWNER

By Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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

EMAIL  
\_\_\_\_\_  
\_\_\_\_\_

Contact Number \_\_\_\_\_

BOAT TRAILER INFORMATION

Make of Boat: \_\_\_\_\_

CF Reg. # \_\_\_\_\_

Trailer Manufacturer Trailer License No. \_\_\_\_\_