

**MILFORD YACHT CLUB  
WINTER STORAGE CONTRACT 2011  
TERMS AND CONDITIONS**

1. The term of this contract shall commence on November 1, 2011 and terminate on May 20, 2012. If May 21, 2012, the owner has not executed a Summer Rental Agreement with Milford Yacht Club or removed the vessel from the premises, owner shall be liable for storage charges commencing on May 31, 2012 at the rate of ten dollars per foot per month, together with any charges associated with the moving of the vessel to area of the yard designated by Milford Yacht Club for dry land storage.
2. Bills for storage are due when rendered. Any billing question must be submitted within 10 days of receipt of any bill. A service charge, 1.5% per month (18% per annum) will be charged on the balance past due 30 days or more. The owner shall be responsible for any and all costs of collection, including, but not limited to, attorney fees, lien fees and costs of suit. All charges shall be considered a lien against the vessel, her tackle, engines, furniture and fixtures, notwithstanding anything in the law to the contrary, and shall continue to be a lien until such obligation is fully paid. The cost of collection of any services rendered, materials or supplies furnished or purchased, storage or dockage fees, taxes, environmental surcharges and late fees, may be added. Milford Yacht Club reserves the right to launch or move and/or store any boat any time thereafter at the owner's expense and any detain of the boat as provided by law, until all bills are paid in full. The payment policies set forth therein remain in effect for all obligations to Milford Yacht Club for this year and in any future years. All bills must be paid in full before any boat is launched or leaves the yard or the matter will be referred to the House Committee for appropriate action.
3. It is the responsibility of the owner to maintain vessel, hull, and liability insurance including, but not limited to, insurance against loss or theft, vandalism, fire deterioration, storm or any other so-called acts of God. Owner shall indemnify and hold harmless Milford Yacht Club, for any and all such damages and failure to carry such insurance shall void his contract. Any and all vessels remain in their owner's care, custody and control at all times.
4. Any and all boats and trailers must be registered with Milford Yacht Club. Owners and the owner must be a club member. Owners requesting that their vessels be removed from the yard or racks prior to the expiration of this contract shall be liable for any and all charges associated with moving said vessel and any vessel so removed may lose storage space, and all moneys paid hereunder shall be forfeited.
5. Approval for outside specialist may be arranged through Milford Yacht Club. Outside specialist approved by Milford Yacht Club will show proof of adequate insurance. No outside specialist may work in the yard at night or on weekends and holidays. Owners, captains and outside specialists may not use scaffolding. Owners shall be responsible for furnishing their own ladders and under no circumstances are owners, captains and/or outside specialists to use any ladders belonging to Milford Yacht Club. Use of heaters or stoves for heating is prohibited. Owners are not permitted to strip paint by burning. Electric cords cannot be left plugged in and unattended. Owners, captains and outside specialists must clean up after their work. When sanding, vacuum sanders must be used and tarps must be placed on the grounds to collect sanding byproducts. Owners are no longer permitted to wet sand a boat bottom Hazard waste cannot be disposed of anywhere in the yard or in the water. Containers of used engine oil and filters must not be left on the grounds or in the dumpsters. Owners will be charged for any costs incurred for any cleanup, incurred by yard personnel. Owners should contact Milford Yacht Club for details regarding cleanup and/or disposal issues.
6. Oil, Petroleum Product, Chemical or Waste Spills: Any oil, petroleum product, chemical or waste spill (from here on called the "spill") shall be reported to a flag officer. If the source of the "spill" is your vessel, it shall be cleaned up immediately upon your notification. Any vessel not correcting the "spill" within 3 hours of notification will be towed and hauled out of the water, at the boat owner's expense. If a spill is reported to the DEP, and a large clean-up expense is incurred, this expense shall be the responsibility of the vessel owner.
7. Upon termination of this agreement, owners are entitled to three days of dockage immediately after launching without additional charge. Thereafter, daily transient rates shall be charged unless a Summer Contract or other arrangement has been made with Milford Yacht Club.
8. Owners will provide Milford Yacht Club with a key/combination to any stored vessel.
9. Owners are responsible for removal and/or replacement of any and all drain plugs.
10. Spars will be prepared for storage with spreaders and rigging tied off. Owner shall be responsible for all additional charges at prevailing rates for removal of sails, covers, booms, rigging, including furling headstays.
11. Power cords shall not be left plugged in when the owner is not on the premises. Under no circumstances may power cords be left plugged in overnight. The water will be shut off November 1, 2011 or earlier if potential freezing conditions exist.

**I have read and thoroughly understand the above contract, and the attached supplements, "Boat Maintenance," "State and Federal Reporting Requirements: Oil, Gas and Chemical Spills," and "Pressure Washing."**

Signature: \_\_\_\_\_

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