



Gulfport Yacht Club

Dockage/Storage Lease Agreement



This Agreement ("Agreement") is made between Gulfport Yacht Club, Inc., a Florida Not-For-Profit Corporation, ("GYC") as lessor and the GYC Member named below ("MEMBER") as lessee:

Name of MEMBER: _____
Please Print Clearly

Address: _____ City: _____ State: _____ Zip Code: _____

Personal Phone: _____ Work/Alt. Phone: _____ Email: _____

Address to which any and all required notifications are to be delivered if different from above:

Address: _____ City: _____ State: _____ Zip Code: _____

Boat Class: _____ LOA: _____ Beam: _____ Hull Color: _____

Sail Number: _____ HIN: _____ Florida / Other Registration: _____

GYC and MEMBER hereby enter into this Dockage/Storage Agreement which incorporates and includes the GYC By-Laws and GYC Ground Rules as a part hereof and GYC, as lessor, agrees to lease to MEMBER, as lessee, pursuant to the following terms and conditions, one or more of the following Spaces or Accommodations located within GYC.

(Circle Requested Slip Type) **NOTE: A Separate Lease Agreement is required for EACH Slip space requested.** Temp./Guest: Sp.# _____

Wet Slip Dry Slip Rack Space Storage Tube Space Number Assigned: _____ *Determined/Assigned ONLY by Rear Commodore.*

1. **Space or Accommodation Being Leased:** GYC hereby leases to MEMBER the above designated Spaces or Accommodations and allows MEMBER to occupy said Spaces or Accommodations for the sole purpose of docking or storing the above-described Boat, its trailer and/or appurtenances for the duration of this lease as set forth in paragraph 2., below, and pursuant to the terms contained in this Agreement. MEMBER shall not cause or permit the leased Space or Accommodation to be used for any purpose other than the docking or storage of the Boat or appurtenances and shall follow, and be responsible for instructing all guests to follow, all GYC By-Laws, Ground Rules and other Rules and Regulations.
2. **Duration of Agreement:** This Agreement may be terminated by GYC, with or without cause, upon fifteen (15) days written notice to MEMBER. MEMBER may terminate this agreement, with or without cause and upon notification to the GYC Rear Commodore or Treasurer, effective the last day of any calendar quarter for which MEMBER has paid all fees due to GYC. No termination requested by MEMBER shall be effective until MEMBER has paid in full all charges due under this agreement, including without limitation rent, interest, late charges, returned check charges, damage reimbursements, other charges, court costs and attorney's fees incurred by GYC, through and including the date of the lawful removal of the vessel from GYC.
3. **Lease Fees:** MEMBER shall pay, **in advance**, to GYC, for the use of the above-designated Spaces or Accommodations, together with all services provided by GYC, the Fees as established by the GYC Board of Directors and published on the GYC web site along with any sales or other tax due on such fee .MEMBER may pay such Fees on either a quarterly or annual basis, such payments being due on the first day of the period for which they are being made .MEMBER hereby acknowledges that the Fees may be changed periodically at the sole discretion of GYC. In the event that such change becomes effective during a period for which MEMBER has already paid in advance then such change will not become effective for MEMBER until the date his or her next payment is due and MEMBER will be informed of such change at least fifteen(15) days prior to such
4. **Lien:** Any rent fees, interest, late charges, returned check charges, damage reimbursements, other charges, court costs and attorney's fees incurred by MEMBER as provided in this Agreement, through and including the date of the lawful removal of the Boat from GYC shall constitute a lien against the Boat which may be enforced by GYC as provided by law and/or as provided in the Agreement.
5. **Rules and Regulations:** MEMBER shall comply with the By-Laws and Ground Rules of GYC as well as any other Rules and Regulations promulgated from time to time by GYC. Violation of any of the aforesaid By-Laws, Ground Rules or other Rules and Regulations, or breach of any term or provision of this Agreement, shall constitute a default under this Agreement. Said By-Laws, Ground Rules and other Rules and Regulations may be amended periodically at the sole discretion of GYC, which amendments shall be effective as to MEMBER thirty (30) days after publication of such changes by GYC.
6. **Removal and Storage of Boat:** In the event GYC terminates this Agreement, GYC may, without notice, remove the Boat to a storage site either on or off the GYC premises without GYC's incurring any liability to MEMBER. Charges for storage of the Boat at said storage site shall be, if on the GYC premises, the standard fee for the lease of a dry slip and if off-premises, the fee charged by the operator of such site plus any transportation costs incurred by GYC. MEMBER shall be liable for any expenses incurred by GYC in removing the Boat and any personal property from the space or accommodation. Upon removal of the Boat, GYC shall have the right to lease the vacated space or accommodation to another tenant without incurring any liability to MEMBER. Notwithstanding the provisions hereof, GYC shall have no responsibility for the removal of the Boat, which shall be at GYC's sole discretion. MEMBER hereby authorizes GYC to move the Boat or take whatever action is deemed appropriate by GYC as may be required in an emergency situation, or to avoid loss or damage to GYC property or to the property of others.
7. **Limitation of GYC Liability:** This agreement is for the use of the designated space or accommodation only. Such space or accommodation is to be used at the sole risk of MEMBER. GYC shall not be liable for the care or protection of, or for any loss or damage of whatever kind or nature to, the Boat,



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including her appurtenances or contents, or the personal property of MEMBER. MEMBER has examined the space or accommodation described in this Agreement and accepts the condition of such space or accommodation "AS IS."

8. Indemnity: MEMBER, for him or herself and all heirs, successors or assigned, hereby releases and agrees to defend and indemnify GYC against any and all liability it may incur for personal injury, loss of life, and damage to property caused by the Boat, MEMBER, his or her family, employees, invitees or agents, or GYC, its employees, officers and agents when acting on behalf of MEMBER, arising out of or in connection with the possession or use of said Boat or the use of the designated space or accommodation. The aforesaid release and duty to indemnify includes all claims, actions, proceedings, damages and liabilities of any nature, including attorney's fees incurred through all appellate proceedings. MEMBER shall be responsible for damage to other boats, buildings, fences, dock structures and pilings caused by the Boat, MEMBER, his or her family, employees, invitees or agents or GYC, its employees, officers and agents when acting on behalf of MEMBER. MEMBER shall reimburse GYC for the repair of any facilities at GYC damaged or destroyed by MEMBER, his or her family, employees or agents or GYC, its employees, officers and agents when acting on behalf of MEMBER. Any damage to the designated space or accommodation, or the facilities ancillary thereto, shall be presumed to have been caused by MEMBER unless MEMBER demonstrates to the satisfaction of GYC that such damage was caused by natural forces beyond the control of MEMBER or by third parties other than MEMBER, his or her family, employees, invitees or agents or GYC, its employees, officers and agents when acting on behalf of MEMBER. GYC may, at its sole discretion, apportion the responsibility for damage between GYC and MEMBER, consistent herewith.

9. Insurance: MEMBER agrees to maintain liability insurance coverage of the Boat in the minimum amounts of: Property Liability - \$100,000; Bodily Injury - \$300,000 per person and per occurrence. In the event that MEMBER races the Boat on a regular basis in formally sanctioned races then this insurance must include racing coverage (or not specifically exclude racing coverage). MEMBER also agrees to provide GYC with a copy of said insurance policy upon request.

10. Assignment: This Agreement shall not be transferred, sold or assigned without the written permission of GYC.

11. Governing Law, Venue, and Severability: This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement, or between GYC and MEMBER, shall be in Pinellas County, Florida, for state court proceedings, and the Federal District Court for the Middle District of Florida, Tampa Division, for federal court proceedings. MEMBER hereby waives any right to trial by jury of any action, and waives the right to assert federal court jurisdiction based on diversity. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion only shall be deemed null and void and the balance of this Agreement shall remain in full force and effect.

12. Default: MEMBER's failure to fulfill any of the obligations imposed by this Agreement shall constitute a default of this Agreement and GYC may terminate this Agreement and exercise any of the remedies available hereunder or as provided by law. GYC's failure to act upon any default shall not constitute a waiver of GYC's rights hereunder to enforce said default or any subsequent or similar default. MEMBER hereby authorizes GYC to take such action deemed necessary by GYC to prevent the removal of the Boat from GYC while there is a balance due under this Agreement. GYC may initiate any action necessary to foreclose any liens created by this Agreement, or may seek enforcement of this agreement as provided by law, in addition to any action for damages.

13. Non-Judicial Sale: MEMBER HEREBY AUTHORIZES GYC TO SELL THE BOAT AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF RENT FOR A PERIOD OF AT LEAST SIX (6) MONTHS IN ACCORDANCE WITH FLORIDA LAW. GYC retains its right to exercise the provisions for a non-judicial sale of the Boat as provided by Florida law and any other statutory remedy, in addition to all other remedies set forth in this Agreement. Nothing in this Agreement shall be construed to prevent GYC from pursuing any and all remedies available for any default hereof, whether MEMBER is delinquent in any obligations hereunder for a period of at least six (6) months or not.

14. Modifications: This Agreement shall not be modified, except as approved by the parties in writing, nor shall this Agreement be modified by course of conduct or dealing between the parties. This Agreement contains the entire agreement of the parties and all prior discussions are merged herein.

15. Attorney's Fees: In any action to enforce this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party all expenses, costs, and attorney's fees incurred in the enforcement of this Agreement, through all appellate proceedings.

16. Notice: All notices provided hereunder shall be in writing sent by First Class Certified Mail, Return Receipt Requested, and shall be deemed effective as of the date mailed to MEMBER at the address provided here, or such other address hereafter provided in accordance with this paragraph, and to GYC at:

Address: Gulfport Yacht Club, 4638 Del Rio Way South, Gulfport, FL 33711 Attn: Rear Commodore (cc: Treasurer)

Date: _____, 2017

MEMBER NAME: _____
Print Name Clearly

Signature: _____
Signature

FOR GULFPORT YACHT CLUB: _____
Print Name

Signature: _____
Signature

Title: **Rear Commodore** Date: _____