

DAVIS ISLAND YACHT CLUB
J/70 2016-2017 WINTER SERIES
BOAT STORAGE AGREEMENT

Owner's Name _____

Boat Hull # _____

Planned arrival date: _____ planned departure date: _____

Boats may arrive beginning on November 28, 2016, and must be removed no later than February 12, 2017.

Davis Island Yacht Club as Lessor, herein called "the Club", and the undersigned called "the Lessee" agree as follows:

1. The Club hereby rents a slip for the J/70 Winter Series for the sum of \$428.00 (\$400 plus \$28.00 state sales tax).
2. An e-mail shall be sent to DIYC at *diyccstorage@gmail.com* on the day you are checking into or out of a slip. The email shall include the sail number of the boat, trailer license plate number, the name of the boat owner or responsible party and their cell phone number along with the intent to occupy or vacate effective date. Check in may occur on or after November 28.
3. Trailers shall be parked within their designated dry slip area. All sailing gear and personal belongings shall be kept in an orderly manner so as not to impede with road, collocated parking areas, and access to other dry slips. A fine may be assessed for cleaning debris/equipment and or relocating improperly store items/trailers.
4. The term of this lease shall begin the first day the slip is made available to Lessee, and shall continue until the boat is removed from Club grounds. The Lessee may not be assign, transfer or sublease this lease or the rights granted to the Lessee herein.
5. Sail number or hull number shall be posted on the front of the trailer (ex. mast support or bow upright)
6. Lessee shall have the sole responsibility for tying down the boat safely and shall be liable for any damage to Club or other boats' property caused by his/her failure to do so. Notwithstanding Lessee's duty as aforesaid, if in the opinion of the Club, Lessee's tie-down lines are inadequate or in disrepair, the Club may either require replacement or may replace or renew the lines at Lessee's cost.
7. Notwithstanding anything herein to the contrary, this lease may be terminated solely at the option of the Club, upon the occurrence, without limitation, or any of the following specific events:
 - a) Notice from Lessee to the Club that the Lessee intends to remove the boat from the Club's premises;
 - b) Material breach of any provision hereof (including the Club dry slip rules and applicable Club Bylaws);
 - c) Termination or non-renewal of any insurance policy required under this lease; or,
 - d) Violation by Lessee or his or her crew of the applicable provisions of the Club's Dry Slip rules.
8. Lessee shall purchase and maintain in effect at all times liability insurance with a minimum limit of \$300,000 per incident relative to the boat and the use and operation of the boat. This insurance shall be issued by an insurer licensed to do business in the State of Florida and reasonably acceptable to the Club. As a condition of and prior to Lessee's right to occupy the assigned slip, Lessee shall provide the Club with a copy of his/her Policy Declaration Sheet showing Lessee's applicable policy limits and coverage.
9. Lessee shall defend, indemnify and hold harmless the Club from and against any claim related to the Lessee's failure to comply in any respect with or perform any of the requirements and provision of this Lease. Furthermore, Lessee shall defend, indemnify and hold harmless the Club from and against any claim for any damage caused by Lessee's failure to properly secure the boat, resulting from injury to any persons, or arising out of the use or operation of the boat by any person, Lessee shall also be liable for the Club's reasonable attorneys' fees and costs incurred in enforcing the terms of this lease, including but not limited to this indemnity and hold harmless provision. **The Club, its officers, employees or agents make no warranty either express or implied that any boat stored on the Club's premises will be adequately secure or protected from damage or loss of any kind, including but not limited to Acts of God, negligence, vandalism or mischief.**

LESSEE _____

Davis Island Yacht Club

Print _____

By: _____

Cell _____

Date: _____

Email _____

HOIST AGREEMENT

The hoists are for the exclusive use of DIYC members who have been oriented and trained in their proper use. During major regattas requiring use of the hoists, a properly-qualified DIYC member will usually be in charge of the hoists to insure safe and efficient operation when non-member boats are launched and hauled.

Three hoists are available to launch and retrieve boats:

Hoist A: 10,000 pound capacity

Hoist B: 5,000 pound capacity

Hoist C: 2,000 pound capacity

Do not exceed the rated hoist capacity with a fully-rigged and outfitted boat – remember that rigging, gear, sails, outboard, fuel, etc. will substantially increase the weight of the boat over the displacement on a rating certificate or one design class measurement. All boats which routinely use the hoist shall be rigged with suitable certified nylon lifting straps, attached to lift points on the boat of sufficient capacity. The **working load** of the lifting strap and other tackle should be at least 2 times the rigged weight of the boat. Lifting tackle shall be maintained in good condition and replaced when worn or showing overload thread tell tales.

Do not:

- Stand under the boat while it's on the hoist
- Ride in the boat while launching or retrieving
- Bounce the hoist with the controls
- Exceed the rated capacity of the hoist
- Block the hoists not being used with your trailer
- Use a vehicle to move your boat unless absolutely necessary
- Use improper lifting tackle
- Use the hoist if you are not trained in its proper use
- Use the push button controller to swing the jib arm or boat.

Slings/spreader bar shall not be used to launch/haul boats during regattas, Thursday night or Sunday races. Slings/spreader bar may be used at other times. The slings/spreader bar will be used at the boat owner or user's risk.

Boats shall be completely rigged for launching/hauling prior to entering the hoist area. Boats shall move away from the hoist area as soon as possible during launching and recovery. During recovery, boats will not approach the hoist lifting area until the preceding boat has been swung over the trailer and is in a safe position. Trailers for boats being hauled shall not block other hoists in use while waiting.

The floating docks in the hoist area are for boats using the hoists or undergoing scheduled repairs. THEY ARE NOT FOR DESIGNED FOR TRANSIENT OR OVERNIGHTING BOATS. Overnight use of the floating dock may result in a fine.

Trailers will be removed from the hoist area and returned to assigned slips as soon as the boat is lifted free. Boats will not be derigged in the hoist area. Boat owners will provide their own means of boarding boats on trailers (ladders) and secure same as required.

At least two people are required to launch/haul boats on the medium and large hoists. The owner or his designated responsible agent should run the controls and take charge of the operation.

The power switch will be locked in the off position at all times except when the hoist is in use. Club-Owned trailer dollies will be returned to the hoist area immediately after use.

The hoists may be used for boat repairs (any use of a hoist which would deny its use to another member for more than one-half hour) only when that use does not impact others launching and retrieving boats. Only one hoist and one floating dock will be used for repairs at any time.

The owner assumes complete responsibility for his/her boat during launching/recovery operations of the hoists. The DIYC will, through the Hoist Committee, attempt to maintain the hoists in a safe operating condition. However, the DIYC, its officers, employees and Hoist Committee assume no liability for personal injury or property damage resulting from proper or improper use of the hoists.

The continued safe and effective operation of the hoists requires strict conformity to these and other instructions which may be issued, and the willing cooperation of all users. I understand that misuse, abuse, or violations of the hoist rules can lead to suspension of hoist privileges/use. By my signature below, I acknowledge that I have read and understand these rules and I agree to abide by them. I further acknowledge that it is incumbent on me to insure safe operation of the hoist and I will report any violation of these rules or unsafe condition of the hoists to the Hoist Committee

User	_____	_____
	Print Name	Date
	_____	_____
	Signature	Phone
WITNESS:	_____	_____
	Print Name	Date
	_____	_____
	Witness's Signature	Phone