

# Dry Boat Storage Agreement

## Vessel and Trailer Owner ("Permittee"):

Name\_\_\_\_\_

Home (and mailing) Address\_\_\_\_\_ Own\_\_\_\_\_ Rent\_\_\_\_\_

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

Home Telephone\_\_\_\_\_ Work Telephone\_\_\_\_\_

Home Fax\_\_\_\_\_ Work Fax\_\_\_\_\_

Cell Phone\_\_\_\_\_ Email address\_\_\_\_\_

Vessel CF# and Trailer license# Stored\_\_\_\_\_ / \_\_\_\_\_

Overall length & width\_\_\_\_\_

Permittee agrees to pay PENINSULA YOUTH SAILING FOUNDATION ("PYSF") a **monthly** dry boat storage (parking) permit fee for a space in the Dry Boat Storage Facility, located at 101 Westpoint Harbor Drive, Redwood City CA.94063 ("**Dry Boat Storage Facility**"). The fee for a Laser, CFJ, or Club 420 is **\$50.00** and for an Opti **\$30.00**. The space is to be used and occupied at the sole risk of the Permittee. Permittee acknowledges that PYSF does not accept any vessel or trailer for storage and is not acting in the capacity of a warehouseman or garage keeper, no bailment has been created and the permitted space will only be used for the vessel and/or trailer described above. If the commencement date is other than the first day of the month, the monthly permit fee will be prorated for the initial month.

Vessel and trailer will have current registration displayed. Copies of the registration and proof of insurance are required prior to access to the Dry Boat Storage Facility and will be kept current at all times during this agreement. Vessels that do NOT have to be registered in California (currently, non-motorized sailboats that are eight feet or less in length or vessels brought into California for racing purposes only) are excepted from providing proof of registration. Proof of registration is required if vessels are being used for anything other than actual racing and tune-ups. During the term of this agreement, Permittee will name PYSF and WESTPOINT HARBOR LLC ("**Westpoint Harbor**") as additional insureds on the applicable insurance policy(ies) and, upon PYSF's request, Permittee will provide proof of current registration (if applicable) and insurance.

An effort will be made to protect the property in the Dry Boat Storage Facility. However, PYSF will not be liable or responsible for the safety, care, custody, control or protection of permittee's vessel or trailer (including gear, equipment and contents), or for any loss or damage thereto, of whatever kind or nature. There is no warranty of any kind as to the condition of the Dry Boat Storage or Westpoint Harbor, nor will PYSF or Westpoint Harbor be responsible for injuries to persons or property occurring thereon, or for any other reason, whether stated specifically herein or not. Permittee has examined and knows the condition of the Dry Boat Storage Facility and has received the space in good order and repair, and will keep and maintain the Dry Boat Storage Facility in a clean and sanitary condition at all times, and upon the termination of this agreement will surrender the space to PYSF in the same condition as when rented. **Initial (\_\_\_\_)**

PYSF is not an insurer of and is not responsible for the property or person of Permittee, their guests, invitees, or any other person who comes onto the Dry Boat Storage Facility on Permittee's account. **Permittee agrees that they are totally responsible and liable for damage and/or loss to Permittee's vessel and/or trailer,**

the boats and trailers of others and Dry Boat Storage property resulting from actions taken by Permittee, Permittee's vessel and/or trailer, or other persons on Dry Boat Storage as Permittee's guests, agents or contractors. Permittee waives any claim against PYSF, Westpoint Harbor, their shareholders, officers, directors and employees and agrees to hold it and them harmless by reason of any damage or loss to Permittee's vessel including boat gear, equipment and contents (whether by fire, theft, collision, sinking, destruction, acts of terrorism, acts of war, or otherwise) or for the trailer on which the vessel rests, howsoever occasional, including acts of God and by reason of any injury or claim of injury to Permittee or Permittee's guests, agents or contractors. Initial (\_\_\_\_)

Thirty (30) days notice is required to terminate the rental agreement. Upon termination or expiration of this agreement, Permittee will promptly remove their vessel and/or trailer, gear, equipment and materials from their dry storage space.

A ten \$10.00 late fee will be charged on accounts 15 or more days past due. A \$20.00 returned check fee will be charged for returned checks. Additionally, it is understood that lien proceedings may be initiated for the non-payment of the permit fee and PYSF may take possession and hold or dispose of the vessel and/or trailer according to law. Permittee agrees to pay all costs and expenses incurred in so enforcing PYSF's rights (including reasonable attorney's fees and court costs).

PYSF has the right to move and make adjustments to the vessel and trailer stored in order to protect it and/or other property.

The undersigned has received and read the Dry Boat Storage Facility, Rules and Regulations (attached as Exhibit A). They agree to abide to the Dry Boat Storage Facility Rules and Regulations.

I have read and agree to all the terms of this agreement including Exhibit A:

Signed \_\_\_\_\_ Dated \_\_\_\_\_

## Exhibit A

### Dry Boat Storage Facility – Rules and Regulations

1. Storage (parking) privileges will not take effect until Permittee has signed the Dry Boat Storage Agreement and the agreement is received by the Dry Boat Storage Operator, hereafter referred to as the DBSO.
2. Storage privileges are not transferable without the consent of DBSO and apply only to the Permittee and to the particular boat and trailer described in the Dry Boat Storage Agreement.
3. Permittee, or Permittee's agents, employees or guests will not use the vessel for the establishment of a permanent or temporary residence. In no event are overnight stays allowed on boats in dry storage. Consumption of alcoholic beverages, loud music, unruly behavior, or anything other than the storage of boats on trailers is not allowed on the facility. Permittee will comply with the laws, ordinances, and rules and regulations of all government authorities now in force and effect or which may hereafter be in force or effect pertaining to the registration, license, operation, repair and maintenance, and use of the vessel and will not permit the use of the vessel space in such manner as to conflict with such laws, ordinances, rules and regulations.
4. Permittee must secure their boat, trailer, and fitted cover against wind and weather damage. Sailboat masts must be stepped if their length exceeds the space. Boat trailers must be in movable condition with tires fully inflated. Permittee will not allow anything other than clear water to leak from their vessel or vehicle. Dumping of oils, gas, waste, or other hazardous materials on the Dry Boat Storage Facility, Westpoint Harbor, the Port of Redwood City, or any place other than a designated receptacle will result in the termination of your contract and cost of remediation, clean-up, penalties, etc. Notice will be given to the Permittee of any boat and/or trailer that is deemed by DBSO to not be seaworthy, dilapidated, or in a badly deteriorated condition and will be reason for termination of the Dry Boat Storage Facility Rental Agreement unless Permittee takes immediate steps to correct any deficiency brought to their attention.
5. Storage spaces must be kept neat and clean. Storage of loose gear (extension cords, boat cleaning supplies, spar masts or booms, etc.) in the dry storage spaces is not permitted. Any flammable liquids (other than gasoline (fuel) in approved containers (tanks or cans)) are not allowed. DBSO may remove any materials or equipment left in dry storage spaces and assumes no responsibility for same. Alterations to the space are not permitted. Vehicles may not be in the Dry Boat Storage Facility overnight. Fire lanes must be kept clear at all times. The motor vehicle speed limit within the Dry Boat Storage Facility area is 5 M.P.H.
6. Sandblasting, power sanding, burning or spray painting is prohibited within the Dry Boat Storage Facility. Minor work will be permitted if the Permittee takes necessary steps to protect the Dry Boat Storage Facility and the other vessels and trailers from damage due to such work. Commercial activity is prohibited in the Dry Boat Storage Facility. No bottom cleaning or painting may be done in the dry storage spaces. Any painting or scraping activity that would discharge toxic residue is prohibited.
7. Unleashed pets will not be permitted in the Dry Boat Storage facility. Unleashed pets will be impounded and delivered to the Animal Shelter. Pet owners are responsible for cleaning up after their pets.
8. Advertising bulletins or any other signs may not be posted on the Dry Boat Storage Facility or on vehicles within the property without prior approval from DBSO.
9. Permittees will KEEP the Dry Boat Storage Facility SECURE.
10. Any infractions of these rules and regulations will be cause for the termination of storage privileges. Any infractions or other problems should be reported to the DBSO. DBSO reserves the right to modify these rules and enact additional rules and regulations without notice.