

HARILLA LANDING YACHT CLUB

Lease Notification and Waiver

Summer _____

revised 1/12/10

Winter _____

BAY/DOCK ID _____

DATE _____, _____

LEASE PERIOD: Begins: ____/____/____

Ends: ____/____/____

Owner of Unit _____

Best Phone # _____

LESSEE INFORMATION : Name _____

Street _____

City _____

State _____ Zip _____

Home Tel. (____) _____ - _____

Bus. Tel. (____) _____ - _____

Cell (____) _____ - _____

Island/local phone (____) - _____

Boat Registration _____

Make _____

Model _____

Overall length _____ Ft _____ Inches

Beam _____ Ft _____ Inches

Insurance Co: _____

Dollar Amount Liability Coverage \$ _____

LEASE DOLLAR AMOUNT: \$ _____

The Harilla Landing Yacht Club assumes no responsibility while the boat owner's vessel is located on the property owned by Harilla Landing Yacht Club including the waterfront and dock space enjoyed by Harilla Landing and used by the boat owner during the term of this lease. Further, the club shall not be responsible for the boat owner's boat while it is being moored, moved, or stored by the club and/or its Management Company.

The boat owner also agrees to hold harmless Harilla Landing Yacht Club from any damages to their watercraft and personal possessions located in the watercraft caused by fire, wind, theft, vandalism, waves, and any risk covered by any valid insurance policy or not. Further the boat owner will hold harmless the Harilla Landing Yacht Club from any liability resulting from any bodily injury suffered by the boat owner and/or any invitee of the boat owner while on or about the premises owned by Harilla Landing Yacht Club and its owners, members, officers and directors.

This lease shall be construed under the laws of the State of New Hampshire. If any provision of this lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected thereby and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

THE BOAT OWNER DOES HEREBY WARRANT AND REPRESENT TO THE HARILLA LANDING YACHT CLUB, THAT HE/SHE NOW HAS AND SHALL, THROUGHOUT THE TERM OF THIS AGREEMENT, KEEP IN FULL FORCE AND EFFECT: INSURANCE ON HIS/HER BOAT AND ALL EQUIPMENT THEREON, INSURING THE BOAT OWNER AGAINST LOSS FROM FIRE, THEFT, UPSET AND OTHER PERILS NOW OR HEREAFTER CUSTOMARILY INCLUDED IN ALL-RISK MARINE INSURANCE POLICIES. (Attached copy of valid insurance)

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FURTHERMORE, IT IS UNDERSTOOD THAT THE AGREEMENT IS BETWEEN THE UNIT OWNER AND THE LESSEE AND THAT THE LESSEE IS REQUIRED TO AND AGREES TO CONFORM TO ALL " RULES AND REGULATIONS" WILL RESULT IN DENIEL OF SERVICES, INCLUDING IN/OUT SERVICE.

THE UNDERSIGN REPRESENTS THAT HE/SHE IS THE UNIT OWNER AND THAT THE LESSEE IS THE VESSEL OWNER AND HAS READ AND ACCEPT ALL CONDITIONS INCLUDED IN THE DOCUMENT.

NOTICE TO OWNERS/LESEES

The Board of Directors of Harilla Landing Yacht Club wants to remind owners and users of the Club facility of the following important items:

1. **DOCKS:**

- a.) The docks, by nature are slippery when wet, unstable and move with boat and wave action. Use of proper foot wear and exercise of caution are necessary at all times.
- b.) The floating docks are not designed to support multiple people , heavy loads or objects. Use common sense **DO NOT OVERLOAD THE DOCKS** and other Club facilities.
- c.) Owners and all other persons assume the risk when they use the docks and all other Club facilities.

2. **IN/OUT SERVICE:**

- a.) Users of the in/out service must insure that there is nothing under or attached to a boat which can be damaged by the forklift. **NEITHER THE CLUB OR THE MANAGEMENT COMPANY IS RESPONSIBLE FOR DAMAGE DONE TO SUCH ITEMS AS:** speedometers parts, transducers, trim tabs, etc., which can be damaged by the forklift. If you have any question about items on your boat and how to protect them, ask the **CLUB MANAGER**.
- b.) The use of the IN/OUT services and constant lifting of the boat by the forklift can and will cause esthetic problems, such as craze cracking and abrasion on fiberglass and gel coat surfaces. This is normal and neither the **CLUB OR THE MANAGEMENT COMPANY** shall be responsible for such problems or conditions.

3. **BOAT STORAGE:**

- a.) The **CLUB** makes no claim as to the suitability of the storage bays.. Boats are stored on several levels in the building. Boat owners should be aware that dripping substances, such as water, oil, grease, etc., is a distinct possibility. This action can cause soiling or discoloration to the boats and their accessories while in storage. Neither the **CLUB** or the **MANAGEMENT COMPANY** shall be responsible for such problems.
- b.) Users are advised that, on occasion, various forms of wildlife enter onto the property and buildings. These include birds, squirrels, chipmunks, raccoons, mice etc. Users are reminded not to leave items aboard that may attract animal life.

Use of CLUB facilities are subject to the **HARILLA LANDING YACHT CLUB; DECLARTATION, BY-LAWS AND RULES.**

I THE UNDERSIGNED OWNER/LESSEE, HAVE READ AND UNDERSTAND THE ABOVE NOTICE AND WILL ACT ACCORDINGLY.

Unit leased _____	_____	____/____/____
	Unit Owner	Date
	_____	____/____/____
	Lessees Signature	Date
	_____	____/____/____
	Harilla Landing Yacht Club	Date