

Seasonal Dock Agreement

Lorain Harbor Boat Club

PO Box 1134, Lorain, Ohio 44055
440-288-0500

This agreement is two pages in length and entered into this _____ day of _____, 20__ by and between the Lorain Harbor Boat Club, Inc, 108 Alabama, Lorain, Ohio 44052, County of Lorain, State of Ohio ("LHBC"), and the Active/Lifetime member: _____ who resides at _____ ("OWNER") and is subject to the terms and conditions laid out below.

This Agreement is for the period of _____ ("Effective date") to November 15 inclusive ("End date").

It is the policy of LHBC that the summer dockage season runs from April 15 until the End date. No boat may dock within the basin prior to April 15 or after November 15 unless LHBC grants prior permission to OWNER. Any boat remaining in the basin after the End date without such prior permission may, at LHBC's discretion, be hauled and stored at an appropriate location, all at OWNER's expense.

The total balance due and owing under this Agreement is set forth below. Said balance must be satisfied by the OWNER in accordance with the terms set forth in the LHBC Payment Agreement, an executed and accepted copy of which is a necessary prerequisite to this Agreement and is attached hereto ("Payment Agreement").

The parties understand that any dock assigned pursuant to this Agreement may not be occupied while a balance is owed under the related LHBC Payment Agreement. Further, the OWNER understands that OWNER is solely responsible for properly securing their boat to the assigned dock, and any liability caused by a failure to do so, whether to other boats, docks or individuals, will be borne by OWNER. This requires, at a minimum, using an adequate number of appropriately sized dock lines and a sufficient number of fenders. Any boat determined by the Yard Manager to be improperly secured may be made fast by LHBC, OWNER to bear the actual cost of such action.

OWNER may cancel this agreement, by written or email communication to the Commodore and Yard Manager, prior to April 15th. Doing so will result in a refund of monies owed minus a cancellation fee. The cancellation fee will vary based on the time of receipt of notice of cancellation: A cancellation fee of 10% of the monies due under this Agreement if notice received by January 1, 20% if received by February 1st, 30% if received by March 1st, 40% by April 1st and 50% by April 15.

OWNER agrees to keep the boat insured with adequate marine liability insurance at OWNER's sole cost.

OWNER agrees that all charges for storage, repairs, supplies, materials, and other services accruing under the terms of this Agreement shall give LHBC a valid lien upon the OWNER's boat and/or motor and that no boat shall be removed from the LHBC/Landlord's premises until all charges are paid.

Notwithstanding anything to the contrary contained in this Agreement, in any application or in any other form, the OWNER shall not be deemed a bailee, nor shall LHBC be deemed a bailor. LHBC does not insure the property of the OWNER. LHBC will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the LHBC facilities

Any rights granted under this Agreement are personal to the OWNER and are not assignable by the OWNER to any other party without written consent of LHBC.

If the OWNER breaches any of the terms of this Agreement, or further fails to pay any fees or assessments made hereunder, then LHBC shall have a warehouseman's lien on the OWNER's boat which is subject to this Agreement and LHBC shall have the right and power necessary to prevent removal of the OWNER's boat from the marina, without risk of liability, until the OWNER has paid any outstanding balances in full. It is further agreed that this lien right is without prejudice to LHBC's other legal rights, in law and in equity, to collect any sums due hereunder or to enforce any of the terms contained herein.

RELEASE OF LIABILITY

OWNER releases and discharges LHBC, its officers, board members, volunteers, and employees from any and all liability from loss, injury (including death) or damages to persons or property sustained while in or on the facilities of LHBC, including fire, theft, vandalism, windstorm, water surge, high or low waters, hail, rain, ice, collision or accident, or any Act of God, whether said boat is being operated, launched or hauled by an agent of LHBC or not.

Boat Information:

Make: _____ Name of Boat: _____

LOA: _____ (Include bowsprits and swim platforms) Beam: _____

Doc/OH Number: _____ Hull Id # (HIN): _____

Emergency Phone #: _____ Email: _____

Make/Model of Car(s): _____ License Plate #: _____

Slip # _____

Total Seasonal Dock Rate (See Rate Card): \$ _____

Applicable discounts (New Docker and/or Pay-in-Full discounts): - \$ _____

Total Charges: \$ _____

20% Deposit or Paid-in-Full Amount: - \$ _____

Balance Due: \$ _____

Discounts: 1.) Pay-in-Full by November 1: 2%; 2.) Pay-in-Full by January 1: 1%; 3.) New Docker: 20%

Agreement Accepted by:

Principal Owner: _____

LHBC: _____

Owner: _____