

ST. CROIX YACHT CLUB

WET/DRY STORAGE LEASE AGREEMENT

Slip or Storage Permit # _____
(office will provide number and sticker)

MEMBER NAME				Member ID No.	
Mailing Address				Email	
				Mobile No.	
BOAT/TRAILER DESCRIPTION					
Make/Model:		Boat Name		Year:	
Boat LOA	ft.	Beam:	ft.	Billing Length Overall:	ft.
Additional Notes:					
Trailer Make:		Model:		License #:	
In case of emergency, if you cannot be contacted please provide name and phone number of emergency contact:					
Name:				Phone No.	
INSURANCE:				Sticker No.	
Insurance Carrier:				Coverage Verified:	Yes/No
	(Minimum \$300,000 liability with marina co-insurance required)				Initials:
ANY CHANGES AFFECTING THE ABOVE SHALL BE REPORTED TO THE YACHT CLUB OFFICE IMMEDIATELY.					
Agreement Commencement Date:				Dock/Storage Fee per foot	\$
Fee Schedule Attached					
I understand that I am liable for all moorage/storage fees incurred until I have notified the office, in writing, of a change of status.					Initials:
I have read and agree to all the terms of the printed contract hereto attached as well as all St. Croix Yacht Club rules and regulations					Initials:

The terms and conditions of this Agreement are as follows:

Member hereby rents from St. Croix Yacht Club the above referenced slip or dry storage space (the "Premises") located at the Yacht Club for the term and in accordance with the terms and conditions contained in this Agreement.

1. The Agreement is for the purpose of providing storage for the boat/trailer/watercraft described about (the "Vessel"), such space to be used and occupied at the sole risk of owner. The St. Croix Yacht Club shall not be liable or responsible for the safety, care, custody, control or protection of member's Vessel/Trailer (including gear, equipment and contents), or for any loss or damage thereto, of whatever kind or nature. There is no real or implied warranty as to the condition of the floats, walks, gangways, ramps or mooring gear, nor shall St. Croix Yacht Club be responsible therefore, for injuries to persons or property occurring thereon, or for any other reason whether herein specifically stated or not. Member acknowledges that: (I) St. Croix Yacht Club does not accept any Vessel/Trailer for storage and is not responsible therefore, in the capacity of a warehouseman or garage keeper, (II) no bailment is hereby created, and (III) the moorage or storage space shall be used and occupied only by member and only for moorage or storage of the Vessel described herein.
2. This Agreement may be terminated by either party in accordance with St. Croix Bylaws, Section 10, in writing to the Board of Directors.
3. Member agrees to abide by all St. Croix Rules and Regulations in accordance with club Bylaws.
4. Member warrants that Vessel is to be used for pleasure only and not in any commercial undertaking or use, for rental, or for a time-share operation and agrees to vacate the Premises, upon written notice, if member's Vessel is, at any time, used for any purpose other than as a personal pleasure craft. Member also agrees that the vessel covered under this Agreement and moored in either a wet slip or in a dry storage area may not be used as a permanent or temporary residency for the vessel owner.
5. St. Croix Yacht Club shall have the right to move member's Vessel to a different slip or, if this contract is for dry storage, to a different dry storage space within the Yacht Club. In addition, St. Croix Yacht Club is authorized to move the Vessel from the particular space leased by this agreement at any time in case of any event deemed necessary by the Club at the expense of Vessel owner.
6. Release of Claims: Vessel/Trailer owner releases and forever discharges St. Croix Yacht Club and its Members, Officers, or Agents from and against any and all liability, claims, demands, losses, damages or causes of action whatsoever caused or alleged to be caused in whole or in part by the negligence of said individuals or otherwise including, without limitations, claims for damage to or loss of any property while at the St. Croix Yacht Club due to theft, pilferage, vandalism, collision, fire, flood, hail, high/low water, wind, rain, hurricane or any other acts of God.

7. Indemnification and Waiver of Subrogation: Vessel/Trailer owner hereby indemnifies and holds harmless St. Croix Yacht Club and its members, officers, and agents from and against any and all liabilities, claims, demands, losses, damages, causes of action, and expenses arising out of the agreement or the storage of the Vessel at the St. Croix Yacht Club. Owner shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against St. Croix Yacht Club and its members, officers, or agents to any third parties, including insurers or underwriters. Vessel/Trailer owner acknowledges that any such subrogation or assignment shall be null and void.
8. Binding Arbitration: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration. The arbitration shall be conducted before a neutral arbitrator pursuant to the Federal Arbitration Act and the American Arbitration Association's rules and mediation procedures and any award/decision rendered shall be binding. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. An award of arbitration may be confirmed in a court of competent jurisdiction.
9. Applicable Law and Consent to Jurisdiction: All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by, interpreted and construed in accordance with the laws of the United States Virgin Islands.
10. Waiver: The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement
11. Entire Agreement: This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be changed, modified or amended, except by an instrument in writing signed by the parties hereto.
12. Severability: If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
13. Heirs, Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but not be assignable, by operation of law or otherwise, by Vessel Owner without the prior written consent of the St. Croix Yacht Club.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

VESSEL/TRAILER OWNER		ST. CROIX YACHT CLUB, Inc.	
By:		By:	
	Print Name	Signature	
		Title:	
	Signature		
Legal Address	<i>Only the St. Croix Yacht Club Commodore, Vice Commodore, Rear Commodore or Fleet Captain are authorized to execute this agreement</i>		
City, State, Zip			
Telephone No.			
Email Address:			

SCHEDULE OF CLUB FEES 2020

Annual Fees

Membership Dues

- Family \$950.00
- Individual \$475.00
- Corinthian \$200.00
- Junior \$200.00

Initiation Fee (one time, if membership good standing is maintained)

- Family \$1,150.00
- Individual \$575.00

Small Dinghies, SUP's, Kayak's & Opti's \$120.00

Mail Service (period longer than 3 months) \$60.00

Inside Lockers – Men's Room \$50.00

Outside Lockers (large) Billed in two (2) installments \$300.00

All pricing above is billed annually unless otherwise noted

Monthly, Daily & Other Fees

Dock Slip Rental (per foot/per month; includes trailer on property if applicable – Slip must be annually maintained) \$6.00

Beach Cats, 29'rs, Lasers Storage (monthly) \$20.00

Dry Storage (per foot, per month) \$4.00

Dinghy Dock (per month) \$30.00

Daily Transient (temporary dockage; all prices per foot/per day)

- Members \$7.50
- Non-members and Guests \$15.00

Water (per gallon) \$0.25

Rhodes 19 usage (per use, other requirements may apply) \$40.00