

CORINTHIAN YACHT CLUB OF SEATTLE, INC.

DINGHY SLIP RENTAL AGREEMENT



This Rental Agreement, which the parties have agreed to enter into by electronic means, is by and between Corinthian Yacht Club of Seattle, Inc. ("CYC") and the Tenant associated with this Agreement ("Tenant"). This Agreement shall become effective upon delivery by Tenant to CYC of the initial rental fee payment set forth below and acceptance of such payment by CYC.

- 1) **TERM:** All rental terms are (12) months from date of registration.
- 2) **RENEWAL:** All rental agreements will be automatically renewed for a 12 month term unless tenant provide a minimum of (30) days written notice to docks@cycseattle.org of intent to not renew or CYC decides to not renew agreement with or without cause.
- 3) **FEES:** Rental fees are due at time of registration. Fees vary based on size of boat and CYC membership status. Fees are subject to annual adjustment and will be posted on CYC's website.
 - a) **Change in boat:** Should tenant change the type of boat stored in their slip during the term, CYC should be notified prior to the new boat arriving on the docks. Tenant will be responsible for the prorated difference in moorage rate for the new vessel within (30) days of notification. Accommodation of the new vessel is subject to space availability.
- 4) **TRANSFER OF MOORAGE:** Moorage is only transferable upon sale of a boat, currently assigned to a slip on the docks, to a current CYC member. Should a current slip holder sell their boat to a non-member, the non-member can either establish membership to secure slip or will be waitlisted as a non-member. The boat will not be permitted to stay on the docks while non-member is waitlisted.
- 5) **WAITLIST:** Should a slip not be available at time of registration; individuals will be placed on a waitlist. The waitlist is public and available for viewing on CYC's website. CYC members will be given priority over non-members for waitlist position. Establishing membership at anytime while on the waitlist will be honored and applied to the waitlist.
- 6) **SUBLEASING:** In general subleasing is not permitted however will be considered based on written request submitted to docks@cycseattle.org. Subleasing may not begin without written consent from CYC. Failure to obtain written permission to sub-lease may result in termination of moorage.
- 7) **DEFAULT:** Failure to pay moorage fees within (30) days of renewal date will result in termination of moorage and vessel and all equipment/belongings should be removed from the dock immediately.
- 8) **TRANSFER OF SPACE ASSIGNMENT:** CYC reserves the right to change slip assignments as necessary for efficient operation of the docks and for other causes.
- 9) **COMPLIANCE WITH LAWS & REGULATIONS.** The Tenant agrees to comply with all applicable federal, state, and local laws, statutes, and ordinances and to the following specific dock regulations:
 - a) The boat and all her equipment including hull, sails, spars, blades and covers must remain within the assigned dock space. No dock boxes are permitted.
 - b) The boat must be positioned in its slip so that no part of the hull or equipment overhangs the dock.
 - c) The boat must be equipped with suitable drain plugs and/or positioned and supported in the slip so that there is no gross accumulation of water in the hull.
 - d) The boat is to be secured to its slip by lines extending from the sides of the boat.

- e) Padding material is permitted only on the first (outermost) board of the dock to prevent damage while launching/docking. No rugs, carpet, tires, or other materials that will trap water against decking is permitted anywhere else on the docks.
 - f) Boats, equipment, masts, supports, or other equipment shall not be placed on the dock in such a way as to restrict free access or create a hazardous condition.
 - g) The Tenant shall allow the CYC free access to the boat at all times for purposes of inspecting, securing or resecuring, relocating, fighting fire, or preventing a casualty or potential hazard.
 - h) The Tenant is solely liable for damage caused by Tenant's boat to the docks and/or other boats on the docks.
 - i) No flammable liquids are permitted to be stored on the docks. No powered equipment (including space heaters) are permitted if unattended.
- 10) WAIVER:** CYC shall have no liability for damage to or responsibility in any manner for Tenant's boat or its safekeeping or the condition of any associated tackle, apparel, fixtures, equipment, and furnishings. CYC will not be responsible for any personal injuries or losses suffered by Tenant or Tenant's agents, guests, or invitees arising from any cause upon the boat, dock, premises, and access thereto. The dock, adjacent premises, and access thereto have been inspected by Tenant and are accepted in the present condition. Should an unacceptable condition develop, Tenant shall notify CYC, following which continued use of the facility will be at Tenant's risk.
- 11) HOLD HARMLESS :** Tenant releases and shall hold harmless and indemnify CYC and Shilshole Bay Marina and their respective owners, advisory councils, officers, directors, members, agents, employees, insurers, and vessels from and against any claims resulting from Tenant's breach of this Agreement or from any activities or negligence of Tenant or Tenant's employees, contractors, agents, guest or invitees or their use of CYC's facilities or vessels, including the docks. Tenant acknowledges that strong winds and/or seas may move Tenant's boat or its equipment and shall hold CYC harmless from any injury or damage resulting therefrom.
- 12) DEFAULT/IMPOUND:** If Tenant does not pay, as herein provided, the fee and other charges which may accrue in favor of CYC, or if Tenant otherwise violates the provisions of this Agreement, CYC may take without prior notice possession of the Tenant's vessel, its tackle, apparel, fixtures, equipment and/or furnishings, and retain such possession at the dock or elsewhere until all charges then owing and all charges which have thereafter accumulated, including charges for impounding and/or relocating have been paid in full. After sixty (60) days of any such impoundment CYC may sell the impounded items(s) at auction, as provided by Washington State Law, to recover and to apply these funds toward debts and damages incurred. If the boat and/or its equipment is stored at some other location other than the general area of Shilshole Bay Marina, including docks, dry storage, and parking lots, then CYC shall provide Tenant the address location of such storage location.
- 13) STORAGE FEES:** In the event CYC provides proper notification of termination of agreement, if Tenant does not remove boat and equipment in the specified time then CYC may charge Tenant a storage fee of \$50/week, regardless of whether the boat is stored on the dock or at another nearby facility.
- 14) BOAT USAGE.** The dock is intended for the storage of non-motorized, hand launchable boats that are actively used at Shilshole Bay for non-commercial purposes. It is expected that moored boats are used frequently.
- 15) ABANDONMENT:** If CYC, in its sole discretion, believes the boat has been abandoned, CYC will provide notification to Tenant through email and/or US postal mail of abandonment, and CYC's intent to take possession of boat and equipment for disposal or sale no less than (60) days after date of said notification.

- 16) DOCK RULES:** Tenant agrees to comply with the dock rules set forth below, and made a part of this Agreement. If Tenant does not comply after receiving one written notice of non-compliance with this Agreement, CYC may terminate this Agreement immediately, and Tenant will forfeit the use of space and be required to remove boat and all equipment within (30) days of written notification of termination.
- 17) NOTICE OF TERMINATION:** After written Notice of Termination, if Tenant does not remove boat and its equipment from the dock within (30) days of notification, then Tenant hereby grants CYC permission to remove boat and its equipment from the dock. All removal and storage expenses will be at Tenant's expense and Tenant gives CYC permission to sell or otherwise dispose of same pursuant to RCW 88.26.020. If the boat and/or its equipment is stored at some other location other than the general area of Shilshole Bay Marina, including docks, dry storage, and parking lots, then CYC shall provide Tenant the address location of such storage location.
- 18) CHANGE OF CONTACT INFO:** It is mutually agreed that it is Tenant's responsibility to notify CYC of any change of address, phone number, and/or email, and failure to do so may result in loss of notifications from CYC. CYC will not be held responsible under the terms of this Agreement by Tenant's failure to receive timely notification resulting from outdated contact information.
- 19) SECURITY:** The dock is secured by a gate with entry system using a fob. CYC will provide Tenant one fob under this Agreement. One additional fob may be purchased by Tenant for an additional, non-refundable fee of \$50. Tenant shall return all fobs at the end of this Agreement.
- 20) CORTHIAN YACHT CLUB OF SEATTLE INC. OBLIGATION:** By acceptance of rental fees, Corinthian Yacht Club of Seattle Inc agrees to all terms and rules in this document.

DOCK RULES

The following rules always apply. Failure to comply may result in termination of this agreement.

1. Boats and all associated equipment are required to be in assigned slip.
2. No garbage is to be left on the docks – clean up after yourself.
3. **NOTHING** is permitted to enter the water unless it is your boat being launched.
4. Be civil. Treat dock-mates and their belongs with respect.
5. All aisles must remain clear. If there are obstructed pathways, please report it to the office.
6. Docking and launching boats should be done in such a manner that does not damage the docks. If damage does occur, please email docks@cycseattle.org with details and photos of damage at your earliest opportunity.
7. Borrowing from, altering, or moving other boats or equipment on the docks is strictly prohibited without consent of the owner of boat or equipment.
8. Use your boat. The purpose of the docks is to facilitate dinghy access to Puget Sound. We encourage tenants to use their boats often.
9. Compliance with Shilshole Bay Marina Required Management Practices is required and can be reviewed at: https://www.portseattle.org/sites/default/files/2018-03/Shilshole-Bay-Marina_Required_Management_Practices.pdf