

FREDERICTON YACHT CLUB WINTER STORAGE AGREEMENT

This WINTER STORAGE AGREEMENT

BETWEEN

FREDERICTON YACHT CLUB ('FYC' or 'the Club'), and

Name: _____ (the '**Member**')

Address: _____

Phone: _____ Email _____

constitutes part of the FYC Yard Rules and Terms & Conditions of membership in the Club.

In consideration of the Club's provision of winter storage of my boat in the Club's boat yard I, as the Member, agree that such storage will be in accordance with the following:

1. I will pay no later than October 1st the winter storage fee along with membership dues as invoiced by the Treasurer each fall.
2. I agree that the winter storage fee does not cover my boat's summer storage (between launch and lift-out).
3. I agree to maintain my boat in good condition and that I intend to launch it each year with a lift group or individually.
4. Should I intend to NOT launch my boat, I agree to notify my Lift Captain and the Rear Commodore in writing or by email on or before March 31st of my intent.
 - a. My notification will provide the reason(s) for not launching and a request for storage of the boat for the upcoming summer season.
 - b. I accept that the Club may approve or deny my request for summer storage by email notification within seven days of my request.
 - c. I accept that approval of my request is valid for the upcoming summer season only, and I will pay the summer storage fee upon receipt of the invoice for same from the Treasurer.
 - d. If the Club denies my request for summer storage, I acknowledge that the email notification will include the reasons for the denial.
5. I agree that if I fail to give notice per clause 4 of intent to not launch and leave the boat unlaunched, the Club may charge me an additional fee for such failure to notify.
6. I agree that if I fail to launch for a third boating season, whether consecutive years or a pattern of not launching, my winter storage fee will be doubled for the upcoming winter.

7. I agree that if during a period of not launching my boat per clause 6 the Rear Commodore notices damage to or lack of maintenance on my boat that either
- a) impacts its seaworthiness or
 - b) threatens the safety of neighbouring boats or
 - c) I do not launch my boat a fourth boating season,
- the Club may consider my boat to be ABANDONED and notify me by email to remove my boat from the boat yard no later than a specified date.
8. I agree that if I do not remove my boat per clause 7 and/or respond before the specified date, the Club may undertake to have my boat removed by finding an alternate storage location, putting it up for sale, or by other means as deemed necessary by the Club.
- In the event of sale of my boat, the Club will retain from the proceeds an amount to cover any fees I owe plus any charges incurred by the Club through the process of disposal, with any remaining proceeds submitted to me.
 - If the boat is not sold, or if sold and the proceeds of sale do not cover the fees and charges that I owe, I agree that I shall be responsible for any amount owing to the Club.

I, _____ (the 'Member'), and
(Print name)

_____ (Boat Co-owner, if applicable)
(Print name)

hereby agree to the terms and conditions of this WINTER STORAGE AGREEMENT,

Member Signature: _____

Co-owner Signature: _____

Dated _____,

At _____ (City, Province)

If more than one co-owner, please include their name(s) and signature(s) below: