



ROWAYTON YACHT CLUB at Hickory Bluff
P.O. Box 245, Rowayton, Connecticut 06853
A MEMBER OWNED YACHT CLUB

2021 Season Rental Agreements

Welcome to RYC for the 2021 summer season! RYC allows for seasonal rental of member units to give potential new members a summer's use and experience the Club's facilities and functions. Rentals are for one commissioned season and must be pre-approved by the Board of Directors. The Club views unit rentals as a way of enabling potential members to experience RYC before committing to the purchase of a unit. Prospective RYC members may rent for up to two years.

Please complete the following documents:

- To rent a unit, the owner and renter must complete and sign Part A
- If a renter also wishes to moor a boat(s) at the Club, the renter must also complete and sign Part B
- If a renter also wishes to store a kayak or other small craft(s) at the Club, the renter must also complete and sign Part C

The renter or unit owner should provide the following to the Club Manager (check when complete and signed):

- Part A and, if applicable, Parts B and C of the rental agreements
- A check payable to the Member Owner for the agreed-to charge.
- A check payable to Rowayton Yacht Club for the following (one check for the total amount is acceptable) for the following items:
 - a \$500 rental fee
 - if applicable, a mooring fee (\$46 per foot (LOA), + 6.35% CT sales tax on per foot fee only, + Norwalk Harbor Fee of \$3 per foot (the Club Manager will calculate or confirm the amount.)
 - if applicable, a small boat storage fee (\$100 per rack space or \$150 per float space)
- A copy of your boat registration and proof of insurance if you intend to moor a boat at RYC

Please note:

- 1) Units being offered for sale or rent should be in good standing with no outstanding charges to the Club. A late fee will be imposed on payments not received by March 10th.
- 2) Renters do not need to decide about a mooring or small boat storage when signing a rental agreement; that can be done at a later date.
- 3) The terms Owner and Lessor are used interchangeably, and the terms Renter and Lessee are used interchangeably in these agreements.
- 4) Rental agreements require Board approval.

5) RENTAL AGREEMENT - PART A

Please complete ALL entries on this rental agreement including Lessor and Lessee signatures and return the agreement signed by the Lessor and the Lessee to the Club Manager.

1. UNIT AND TERM: This rental agreement covers Unit Number _____. The term of this rental agreement shall commence on ___ / ___ / ___ and end on ___ / ___ / ___. (No later than October 30, 2021.)
2. REIMBURSEMENT OF LESSOR'S ANNUAL MEMBERSHIP FEE: Lessee shall make a payment to the Lessor on signing of this agreement of \$_____ which the Lessor and Lessee have agreed to privately. **Such payment, payable to the Lessor, shall accompany this agreement, which has been signed by both parties, and the Club will forward the rent payment to the Lessor.**
3. FEES IN ADDITION TO REIMBURSEMENT OF LESSOR'S ANNUAL MEMBERSHIP DUES:
 - A. A renter's fee of \$500 is payable by the Lessee directly to the Club and shall accompany this agreement signed by both parties, for written approval by the Club.
 - B. RYC in-water mooring fee, if applicable, is \$46 per foot (LOA), + 6.35% CT sales tax, + Norwalk Harbor Fee of \$3 per foot
 - C. Small boat rack or float storage, if available, is \$100 per rack space or \$150 per float space.
4. RULES AND REGULATIONS: Lessee acknowledges that he/she has received and reviewed copies of RYC Rules and Regulations (RYC Rules and Regulations are available on the Club' web site). Lessee further agrees to comply in every respect with the Rules and Regulations and understands that Lessee will be subject to the Declaration and By-Laws of RYC, including all rights and remedies vested in the RYC Association and Executive Board. Lessee understands that violation of any rule, regulation, or requirement under the Declaration and By-Laws may result in the implementation of the same remedies available to the Club against the Lessor.
5. ASSIGNMENT OF LEASE: Lessee may not assign this agreement or sublet the use of the unit, mooring, or any other privileges under this agreement without the express written permission of the Lessor and the RYC Board.

RENTAL AGREEMENT – PART A, continued

6. **EXCLUSIVE USE:** During the term of this agreement, Lessor shall surrender all use and privileges to the Lessee of the Club and its grounds and facilities, including common areas, storage areas, use of the clubhouse, docks, piers, parking area, beach, moorings, rack storage, float storage, vessels, launch, launching facilities and attendance at Club social events, until the expiration of this rental agreement's term. Lessee shall have exclusive use of the Lessor's Unit locker.
7. **CONSENT REQUIRED:** Lessor and Lessee acknowledge that this Rental Agreement is void and unenforceable until it is approved by the Club, and that Lessee's right to use RYC facilities will terminate upon the expiration of the term of this Rental Agreement. Lessee agrees to remove all personal property from the unit locker and RYC premises by the end of the rental term. Lessee releases Lessor and the Club from any responsibility for property that remains in the rented unit or on Club premises at the expiration of the rental term, and any resulting damage, loss, or theft.
8. **INSURANCE:** Lessee will maintain property and liability insurance on his/her vessel and equipment and releases the Club from any and all responsibility. The Club is not responsible for members' or lessee's personal property. Lessee takes sole responsibility for the upkeep, maintenance and storm preparedness of Lessee's vessel, and for any liability resulting from damage caused to or by the Lessee's vessel, contents, vehicles and equipment.
9. **REGISTRATION.** All boats moored at RYC must have properly displayed up-to-date registration, and a copy of the registration certificate must be provided along with this signed agreement.
10. **DEFAULT:** In the event Lessee is in default under the terms of this agreement, Lessee agrees to pay Lessor and/or the Club any and all costs, including reasonable attorney's fees, that may be incurred in the removal of the Lessee's vessel and personal property from Club premises and/or mooring field.
11. **TERMINATION OF THIS AGREEMENT:** The Executive Board reserves the right to terminate this agreement at any time during the term of the agreement for conduct deemed inconsistent with the Rules and Regulations of the Club or conduct that can reasonably be expected at a family-oriented club. In the event of such termination, the rental fee will not be refunded. Note: All vessels must have current Registration or Documentation and Insurance to remain at RYC.

RENTAL AGREEMENT – PART A, continued

Lessee Contact information (PLEASE PRINT)

Name(s): _____

Street Address: _____

City/Town: _____ **State:** _____ **Zip:** _____

Phones: (Home) _____

(Name 1) _____ (Work) _____ (Cell) _____

(Name 2) _____ (Work) _____ (Cell) _____

Email 1: Name _____ **email address** _____

Email 2: Name _____ **email address** _____

Email 3: Name _____ **email address** _____

Please indicate the email number(s) above that should be used for:

Contacting you with club announcements: 1 ___ 2 ___ 3 ___

Listing in the online Membership Directory: 1 ___ 2 ___ 3 ___

Children living at home:

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Emergency contact:

Name: _____

Address: _____ Phone: _____

Lessor (Owner) signature _____ **Date** ___ / ___ / ___

Lessee (Renter) signature _____ **Date** ___ / ___ / ___

RYC approval _____ **Date** ___ / ___ / ___ **Mooring #** _____

RENTAL AGREEMENT PART B – MOORING AGREEMENT

Unit # _____

Name: (please print) _____

Address: _____

Phone (home) _____ (work) _____ (Cell) _____

Boat Name _____

Type: Sail _____ Sail w/gas _____ Sail w/diesel _____ Power w/gas _____ Power w/diesel _____

Registration #: _____ (must be affixed before boat goes on mooring)

LOA _____ Make _____ Model _____

Year _____ Draft _____ Beam _____ Weight _____

Primary Color _____ Secondary Color _____

Insurance Carrier _____ Policy # _____

Moorings are available from May 1 to October 15. Fees are \$46/ft LOA + \$3/ft LOA Norwalk Harbor fee + tax. Please read "Notice to Owners of Vessels Moored at RYC" on the next page and sign below to indicate your agreement with these regulations.

Signed _____ Date ____ / ____ / ____

Notice to Owners of Vessels Moored at RYC

The mooring season is from May 1 to October 15. Any vessels on moorings outside of these dates will be removed and stored at the owner's expense. Vessels belonging to members or renters whose accounts are not 100% current will not be launched and must be removed from the parking lot by the owner by May 15th. After that date these vessels will be moved to an offsite storage location. Owners are responsible for all towing and storage charges.

Mooring Rules:

1. Only the vessel specified in this contract (one specific vessel) will be allowed to moor on the specified mooring. Anchoring within or adjacent to RYC's mooring field is prohibited. RYC reserves the right to approve all vessels to be moored, and the right to allocate all moorings.
2. Continuous occupancy of a vessel at RYC is prohibited. Houseboats or floating homes are prohibited from the RYC mooring field.
3. All persons contracting to use a mooring must keep their vessel/s fully insured with complete marine coverage and provide evidence of such coverage upon demand. Each boat owner will be held responsible for damage caused by owner's vessel to other vessels within the RYC's mooring field.
4. All persons contracting for a mooring at RYC do so at their own risk. Each vessel owner hereby releases RYC from any liability for injuries caused to the vessel's owner or property stored at RYC, whether the result of, but not limited to, theft, vandalism, fire, wind, flooding, or an employee.
5. All persons using a mooring should check their own mooring tackle frequently and report any problems to Norm immediately. Norm and the crew have over a hundred moorings to check so it's important to report potential problems between regular inspections.
6. No vessel owner or operator shall discharge any waste from any vessel's holding tank or toilet, or pump any bilge into the water of Long Island Sound. The dumping of toilet or holding tank waste on club premises or in the rest rooms is prohibited. (Holding tanks can be safely pumped out at local facilities such as Veteran's Park or Norwalk Cove Marina.)
7. No garbage, oil sludge, refuse, sewage or waste material of any kind may be thrown, deposited, discharged, or allowed to fall from any vessel onto the docks, ramp or parking lot nor in the water. No bottom cleaning that violates any DEP regulations is allowed in the mooring field.
8. Filling of fuel tanks at the RYC dock facilities, either from vehicles or containers, is prohibited. \
9. Any condition around or aboard a vessel considered a fire hazard by RYC or any public authority must be corrected by the owner to the satisfaction of RYC.
10. All vessels must be properly documented (CT or US registration) and appropriate current tax and registration/documentation stickers must be affixed prior to launching. The RYC cannot moor vessels without current CT registration and/or CT Use Tax Stickers for US documented or out-of-state registered vessels.

Preparing to Launch | Maintenance Rules: Vessel owners using an outside contractor(s) for launching, hauling, or work on vessels must insure that such contractor(s) has obtained RYC's prior permission to perform such work, as well as provide RYC with evidence of adequate insurance.

RENTAL AGREEMENT PART C – SMALL BOAT STORAGE AGREEMENT

If you plan to keep a kayak, paddleboard or small boat on either the kayak rack or the floating dinghy dock this year, please complete the below form and return it to the Club Manager along with the appropriate fee (\$100 for each space on kayak rack, \$150 for each space on floating dinghy dock) for space rental as early as possible. All boats must be removed by Decommissioning Day in October.

Name _____ Unit # _____

Phone # _____ Email _____

Type and number of spaces requested: on floating dinghy dock on kayak rack

Please note members and enters are permitted to store more than one item in a rack space provided the items do not encroach on the adjacent space.

Type of boat(s) (check appropriate box or boxes):

Sit-in Kayak - Length _____ Sit-on-top Kayak – Length _____

Canoe – Length _____ Other _____ Length _____

My boat(s) may be stored: Right side up Upside down (check one or both)

Other specifics or special requirements if any:

Rack space(s) # _____ (to be assigned by the Club Manager)

Amount Due: \$ _____
