

## PORTSMOUTH YACHT CLUB

Piscataqua Street P.O. Box 189 New Castle, NH 03854-9877 (603) 436-9877 www.portsmouthyc.org

## 2024 SLIP AGREEMENT

Portsmouth Yacht Club ("PYC") and the owner of the Vessel ("Owner") agree as follows:

- 1. PYC is the owner of Slip \_\_\_\_("the Slip") located at the PYC docks on the Piscataqua River in New Castle, NH.
- 2. Owner is the owner of a vessel bearing the name \_\_\_\_\_\_and described as follows: \_\_\_\_\_\_
- 3. In exchange for payment of a slip fee set annually by the PYC Board of Directors, Owner shall have use of the Slip from Docks In until <u>one week before</u> Docks Out in the year 2024. The following exceptions shall apply:

a. PYC shall have the option of renting the Slip when it is not occupied by the Vessel for any period of time. Any time the Slip will not be occupied for longer than three days, Owner shall notify PYC of the estimated return date of the Vessel to the Slip.

b. If the Vessel returns to PYC earlier than the estimated date and the Slip is occupied by a transient vessel, PYC shall make reasonable efforts to secure an alternate slip/mooring for the Vessel pending departure of the transient vessel.

- 4. PYC will use reasonable efforts to maintain the Slip and docks in a safe and functional condition during the term of this Slip Agreement.
- 5. Owner shall notify the PYC Rear Commodore within 30 days after Docks Out if Owner does not wish to continue to use the Slip in the next boating season and shall notify the PYC Rear Commodore immediately if Owner decides to permanently vacate the Slip during the boating season.
- 6. Owner assumes the risk of any damage caused to or by the Vessel while using PYC launch, moorings, slips, or facilities, including damage caused by non-members and/or contractors on PYC property at the invitation of Owner.
- 7. Owner shall not be entitled to occupy the Slip until Owner has paid the slip fee and provided PYC with proof of liability insurance covering the Vessel in the minimum amount of \$300,000.
- 8. Prior to allowing any contractor to work on the Vessel on PYC premises, Owner must obtain a certificate of insurance from the contractor, showing general liability insurance in the amount of at least \$300,000. Owner must provide a copy of such certificate to a flag officer or the Steward on request.

- 9. PYC shall at all times retain ownership of the Slip and may terminate this Slip Agreement at any time if the Board of Directors determines that it is in the best interest of PYC to do so. In the event of such a termination, PYC shall refund a pro rata portion of the slip fee paid by Owner.
- 10. Owner's rights under this Slip Agreement may not be assigned. Any use of the Slip by a vessel owned by Owner other than the Vessel identified herein must be approved by the PYC Rear Commodore.
- 11. Owner acknowledges that the provisions of this Slip Agreement are in addition to the PYC Club Rules and the By-Laws, which Owner hereby ratifies and confirms.
- 12. This Slip Agreement may be renewed annually by mutual assent of PYC and Owner. If the PYC Board of Directors decides not to renew this Slip Agreement, it will promptly notify Owner of the decision.

Agreed to by:

Portsmouth Yacht Club

Owner

By \_\_\_\_\_ Rear Commodore

Print name:\_\_\_\_\_

Date:

Date: \_\_\_\_\_