



PORTSMOUTH YACHT CLUB

76 Piscataqua Street
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(603) 436-9877
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2022 MOORING AGREEMENT

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

1. PYC is the owner of Mooring [REDACTED] (“the Mooring”) located [REDACTED].
2. Owner is the owner of a vessel bearing the name [REDACTED] and described as follows: [REDACTED].
3. In exchange for payment of a mooring fee set annually by the PYC Board of Directors, Owner shall have use of the Mooring from Docks In until one week before Docks Out in the year 2022. The following exceptions shall apply:
 - a. PYC shall have the option of renting the Mooring when it is not occupied by the Vessel for any period of time. Any time the Mooring will not be occupied for longer than three days, Owner shall notify PYC of the estimated return date of the Vessel to the Mooring.
 - b. If the Vessel returns to PYC earlier than the estimated date and the Mooring is occupied by a transient vessel, PYC shall make reasonable efforts to secure an alternate mooring for the Vessel pending departure of the transient vessel.
4. Upon payment of the PYC launch service fee set yearly by the PYC Board of Directors, Owner is entitled to use the PYC launch service during its hours and days of operation for a reasonable number of passages to and from the Vessel.
5. PYC will use reasonable efforts to maintain the Mooring in a safe and functional condition during the term of this Mooring Agreement. PYC and Owner agree:
 - a. If the Mooring pennant experiences undue wear deemed to be caused by unusual hardware or lack of proper chaffing gear on the Vessel, the pennant shall be replaced at the expense of the Owner.
 - b. If undue wear to the pennant is deemed to have been caused by a transient vessel, PYC shall bear the expense of replacement of the pennant.
6. Owner shall notify the PYC Rear Commodore within 30 days after Docks Out if Owner does not wish to continue to use the Mooring in the next boating season and shall notify the PYC Rear Commodore immediately if Owner decides to permanently vacate the Mooring during the boating season.
7. 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.

8. Owner shall not be entitled to occupy the Mooring until Owner has paid the mooring fee and provided PYC with proof of liability insurance covering the Vessel in the minimum amount of \$300,000.
9. 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.
10. PYC shall at all times retain ownership of the Mooring and may terminate this Mooring 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 mooring fee paid by Owner.
11. Owner's rights under this Mooring Agreement may not be assigned. Any use of the Mooring by a vessel owned by Owner other than the Vessel identified herein must be approved by the PYC Rear Commodore.
12. Owner acknowledges that the provisions of this Mooring Agreement are in addition to the PYC Club Rules and the By-Laws, which Owner hereby ratifies and confirms.
13. This Mooring Agreement may be renewed annually by mutual assent of PYC and Owner. If the PYC Board of Directors decides not to renew this Mooring Agreement, it will promptly notify Owner of the decision.

Agreed to by:

Portsmouth Yacht Club

Owner

By _____
Rear Commodore

Print name: _____

Date: _____

Date: _____