

Rush Creek Yacht Club Guest Storage Policy/Agreement

This is an agreement between Rush Creek Yacht Club, a Texas non-profit corporation ["RCYC"] and _____, a Non-Member ["GUEST"] whose primary residence is at least 100 miles from RCYC, for the use of dry storage for a single boat on the premises of RCYC. Failure to pay monthly storage fee or adhering to terms of this agreement makes this agreement subject to cancellation with a 10 day notice to the GUEST. This agreement is also subject to the following terms and conditions, which the GUEST hereby acknowledges:

Requirements

- This agreement is subject to the GUEST having a Fleet Board Rep sponsor in addition to RCYC Board of Governors ["BOG"] or RCYC Executive Board approval. A fee equal to the powerboat storage fee, \$_____, will be charged per 30 day period (will not be prorated) and this fee must be paid in advance, with 2 optional extensions (at the same rate) for a total of 90 consecutive days. Storage for over 90 days in 12 consecutive months will require special BOG approval.
- A valid credit card must be kept on file; or yacht club reciprocity privileges must be established.
- GUEST Boat must be stored on the Grass Field on the north side of the clubhouse parking lot. With permission from the Rear Commodore of Wet/Dry Storage ["RC-WDS"], GUEST's boat may be parked on the main parking lot. Boats and/or trailers may be moved or relocated at the discretion of the Board of Governors and/or the RC-WDS to best utilize club facilities and to accommodate special events, construction, repairs or similar activities. Notification will be given and it is GUEST's responsibility to verify that the boat is secured properly.
- GUEST MUST tie down their boat at all times. All trailers must have wheels chocked. All boats in storage must be on a trailer or dolly. Tongue jacks are required on trailers where necessary due to tongue weight. Trailers with flat tires will be assessed a fee of \$25 per month, per flat tire.
- GUEST is responsible for the cleanliness around his/her boat, including all lines, tie downs, sails, trash, etc. All boats shall be seaworthy and shall be protected and maintained in keeping with good practices of seamanship.
- This agreement gives GUEST access ONLY to the use of cranes, launching ramps, and storage facilities.

Liability

- RCYC, as well as any employee, or volunteer of RCYC, shall **not** be liable for any loss or damage resulting from, caused by or arising from GUEST's boat(s), trailer(s) or associated equipment while on RCYC grounds or using RCYC facilities.
- RCYC DOES NOT CARRY INSURANCE covering member's boats or any property of GUEST. **GUEST is required to keep their boat fully insured by insurance sufficient to cover interests.**
- GUEST shall be liable for any intentional or negligent damage to RCYC's property and equipment. Should any damage to RCYC's property or equipment occur, GUEST shall automatically grant to RCYC, a prior lien against GUEST's watercraft (and all parts and equipment thereon), to satisfy RCYC in said claim and payment. A lien, having been placed on the watercraft, shall preclude GUEST's right to remove said watercraft (or any parts and equipment thereon) from the premises of RCYC until said lien has been satisfied by payment in cash, cashier's check or money order. The lien shall be in addition to all of the liens and remedies provided by law. Seizure and foreclosure of lien sale by RCYC may be executed by RCYC.

Guest Name	Address		Phone	Email
Yacht Club	Member Number	Emergency Contact	E. Contact Phone	E. Contact Email
Boat Make	Boat Model	Year	VIN	Registration Number
Sponsoring Fleet Rep	Beginning Date	End Date	Guest Signature	