

RCYC LEASE AGREEMENT

This is an agreement between Rush Creek Yacht Club, a Texas non-profit corporation ["RCYC"] and _____, a Regular, Associate, Small Boat [cross those terms which do not apply] Member of RCYC, for the lease of wet and/or dry storage on the premises of RCYC. This lease is subject to the Member maintaining his dues and storage fees to RCYC current. Failure to maintain the applicable dues and fees makes this lease subject to cancellation with 30 days notice to the Member (See ¶ 22, below). This lease is also subject to the following terms and conditions, which the Member hereby acknowledges:

1. All boat moves, arrivals, and other storage-related changes must be reported to the Rear Commodore of Wet and Dry Storage [hereinafter, "RC-WDS"](storage@rcyc.org) or our Club Manager (office@rcyc.org or 972-771-6500) prior to the event to ensure appropriate storage assignments can be made and billing is accurate.
2. No swimming off or around docks, boat ramps, or RCYC shoreline. No jumping off the hoist platform.
3. All trailers must have the proper RCYC sticker, which can be obtained from the RC-WDS.
4. Member's name must be clearly labeled on all trailers and dollies on the property.
5. All boats on trailers must be tied down. All trailers must have wheels chocked. If a tie down is not available, contact RC-WDS.
6. All launch facilities are for the use of **members only**. A guest of a member may use the launch facilities (Boat Launching Ramp or Hoist) when the member is present and supervising.
7. No trailers are allowed in the parking area adjacent to the Club House. Trailers must be parked in assigned storage slip or in the north field.
8. The north field is only available for temporary storage for regatta participant boats and out of town guests.
9. All boats and/or trailers must be owned by a Regular, Associate, or Small Boat RCYC member or members.
10. All boats in dry storage must be on a trailer or dolly.
11. Boats in the 'Dinghy Field' must be on a dolly so they can be moved easily by the grounds staff. No road trailers permitted in the 'Dinghy Field'.
12. Tongue jacks are required on trailers where necessary due to tongue weight.
13. Trailers with flat tires will be assessed a fee of \$25 per month, per flat tire.
14. No grilling or open flames while tied to RCYC docks.
15. Up to 7 days of overnight storage shall only be permitted when leaving a boat tied to the south side of Service Dock, T-Dock, or Junior Dock. All other overnight storage shall subject the member to a \$25 fine per night unless specific permission has been granted or the boat is participating in an RCYC sanctioned regatta.
16. 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. Priority for wet slips is given to active sailors. Notification will be given and it is member's responsibility to verify that it is secured properly.
17. Member is responsible for the cleanliness around his/her boat, including all dock lines, ladders, tie downs, sails, trash, etc. All boats shall be seaworthy and shall be protected and maintained in keeping with good practices of seamanship.
18. Unless approved by the Board of Governors, motorboats shall not be stored in wet storage.
19. A \$750 refundable deposit is required for any hydro-hoist slips. This deposit is non-transferable but is fully refunded once the hydro-hoist is removed and the slip is returned to its original condition.
20. 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 Members' boat(s), trailer(s) or associated equipment while on RCYC grounds or using RCYC facilities.
21. RCYC DOES NOT CARRY INSURANCE covering boats or any other property of Member. Member is encouraged to keep Member's boat fully insured by insurance sufficient to cover member's interests; for boats in wet slips, member will, at all times, maintain liability insurance in an amount of not less than FIVE HUNDRED THOUSAND (\$500,000) per occurrence.
22. Member agrees to make current payments of slip rents and meter charges (if applicable). Member shall be deemed "delinquent" when the rental payment and/or electricity payment remains unpaid thirty (30) days after the date it is due. Continued delinquency for a period of sixty (60) days past due shall prompt a written notice, by RCYC to Member, that RCYC may place a lien upon watercraft (and all parts and equipment thereon), for all charges due. At such time, RCYC has the right to exercise its rights pursuant to TEX. PROP. CODE chapter 70 and pursue a sale of the watercraft.

23. Member 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, Member shall automatically grant to RCYC, a prior lien against Member’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 Member’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 as outlined herein.
24. Member accepts the slip assigned to Member and the property of RCYC “as is” and accepts same as suitable for Member’s purposes and expressly waives any defects therein and agrees to hold RCYC harmless from any loss or damage or injury to property or person resulting from any defect or improper construction or maintenance of RCYC’s property.
25. The monthly slip rental rate is subject to change by RCYC at any time. Should such a rate change be made, Member shall be given written notice thirty (30) days in advance of the date when rent, under the new rental rate, is due and payable.
26. Storage fees are subject to CIF and sales tax.
27. This Agreement shall continue in force, unless terminated by either party, upon thirty (30) days written notice to the other party. If Member does not comply with the terms of this agreement, Member shall be issued a warning via email and/or written notice and given 30 days to remedy the infraction. If the infraction is not remedied to the Rush Creek Yacht Club Board of Governor’s (“RCYC BOG”) satisfaction, the RCYC BOG, with a majority vote, can terminate this lease agreement or fine Member. If the RCYC BOG terminates the lease, Member must vacate the storage within 30 days of the lease termination notification. If Member does not comply, RCYC has the right to place a lien upon watercraft (parts and equipment) and Member will be responsible for all fees associated with removal and disposal of said watercraft.

In accordance with the above, I hereby agree to the terms as expressly written herein.

Member’s Signature	Membership #	Date
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On behalf of Rush Creek Yacht Club:

 Authorized Signature

Boat Identification (additional sheet available):

Boat Name	Make/Model	Year	TX #
Boat Name	Make/Model	Year	TX #
Boat Name	Make/Model	Year	TX #