

HALF MOON BAY YACHT CLUB

650 728-2120 Clubhouse 214 Princeton Ave

650 728-1947 Fax Princeton By The Sea, CA

BOATYARD RENTAL AGREEMENT

Name: _____ Home Phone: _____ Cell: _____

Address: _____ City: _____ State: _____ Zip: _____

Drivers License No: _____ Business Phone: _____

Business Name & Address: _____

Vessel Name & CF #: _____ E-mail: _____

This Boatyard Rental Agreement ("Agreement") is made between the Half Moon Bay Yacht Club ("HMBYC") and _____ ("Renter") on the following terms and conditions.

1. TERMS OF AGREEMENT – the terms of this Boatyard Rental Agreement ("Agreement") shall be on a month-to-month basis commencing on _____.

2. CHANGE OF CONTACT INFORMATION - It is the tenant's responsibility to provide HMBYC with updates to the above-listed contact information, either by telephone to the HMBYC Office Manager (650-728-2120) or by email to the Boatyard Manager (boatyard@hmbyc.org).

3. STORAGE AREA - Renter shall have use of a space ("Rental Space") that is approximately _____ feet in length, including trailer, if any, and approximately _____ feet wide, at the boat/vehicle's widest point, in the HMBYC Boatyard to store Renter's _____ (vessel type) in exchange for timely payment of the rent fees specified below.

4. RENT FEES PAID QUARTERLY & IN ADVANCE – The fee for rent of the designated boatyard Rental Space is \$_____ per foot, measured by length, or \$_____ per month. The monthly fees are to be paid quarterly, in advance, by Renter to the HMBYC and the rent is due on the first day of each quarter. Renter will be billed by the HMBYC for three (3) months rent, in advance, due on the first day of January, April, July, and October during the period that this Agreement remains in effect.

5. LATE PAYMENT OR DISHONORED CHECK FEES – In the event that the rent is not paid within fifteen (15) days of the date of the invoice, Renter agrees to pay HMBYC \$30.00 fee for any late payment. If Renter's bank check is returned for insufficient funds, Renter agrees to pay \$40.00 for any dishonored check.

6. ACCESS TO AND USE OF RENTAL SPACE – Renter shall be given access to the boatyard by HMBYC. Renter shall close and lock each gate opened by Renter after access to the HMBYC boatyard. Renter shall not unreasonably restrict or block the boatyard or any other space used by other renters, HMBYC members or guests, or HMBYC tenants (i.e., California Canoe and Kayak [CC&K]). The disabled parking area and the fire lane that runs between the two directly opposite gates shall remain clear for emergencies and disabled access parking.

7. COMPLIANCE WITH LAWS, REGULATIONS AND RULES - Renter agrees to abide by all Federal, State, County, and Local laws, regulations and ordinances, and all HMBYC rules and policies. Renter shall not operate any business or commercial activity upon HMBYC property. Renter agrees that the following will not be stored in Rental Space: (a) animals; (b) trash or waste materials; (c) welding, flammable, explosive or other inherently dangerous materials; and (d) any items that are in violation of any order or requirement imposed by any board of health, sanitation department, police department or other governmental agency or in violation of any other legal requirement. Renter shall not discharge oil, gasoline, antifreeze or other such hazardous substances on HMBYC property.

8. INSURANCE AND HMBYC LIABILITY – Renter’s property is being stored in the HMBYC boatyard at Renter’s sole risk and HMBYC has no responsibility or liability for any loss or damage to said property. Renter acknowledges that insurance is available from independent insurance companies to insure Renter’s property in the event of theft, damage or destruction thereof. Renter shall hold harmless, defend and indemnify the HMBYC from any damages, harm or injury caused solely or in part by the action or inaction of Renter.

9. CONDITIONS AND ALTERATION OF RENTAL SPACE – Renter shall not alter or improve the Rental Space without the prior written consent of HMBYC. Should Renter change or damage the Rental Space by making alterations or improvements without the prior consent of the HMBYC then all costs necessary to restore the area to its condition prior to such change, damage, alteration or improvement shall be paid by Renter. Renter agrees to keep the Rental Space clean during the terms of this Agreement. Renter agrees to pay HMBYC for any costs associated with cleaning or removal of debris from Rental Space.

10. INSPECTION – Renter agrees that HMBYC may, at any reasonable time, inspect the Rental Space and make repairs or improvements, as necessary. Renter further agrees that HMBYC may show the boatyard space to prospective renters during the period between notice of termination and termination of this Agreement or upon breach of this Agreement by Renter.

11. TERMINATION – This Agreement will continue in force unless terminated by either party. Renter may terminate this Agreement at any time by paying to HMBYC all that would become due to HMBYC for the duration of the calendar month term of this Agreement and providing thirty (30) days written notice to terminate. HMBYC reserves the right to terminate this Agreement at any time by providing thirty (30) days written notice to the Renter. If any part of the rent or other charges due from a Renter remain unpaid for 15 consecutive days, this Agreement may also be terminated at the option of HMBYC for non-payment. If termination of this Agreement occurs before the end of a quarterly period, unused rent will be pro-rated from the last day of the month in which the Agreement is terminated and refunded to the Renter.

12. TERMINATION FOR NON-PAYMENT – Upon such termination for non-payment of rental fees or other charges, or failure by Renter to comply with the terms and conditions of this Agreement, HMBYC shall be entitled to two months’ rental fee as liquidated damages.

13. NOTICE OF LIEN – HMBYC has a lien on Renter’s property stored upon HMBYC’s property for rental fees and other fees or charges incurred by Renter under this Agreement, and for money necessarily expended in and about the care, preservation and keeping of the property stored, and for the expenses of a sale where HMBYC elects to sell Renter’s property in satisfaction of a valid lien. If Renter defaults or otherwise breaches this Agreement or violates any of the terms or conditions of HMBYC rules incorporated herein, and following thirty (30) days’ written notice to the Renter by certified mail at Renter’s home address as provided on this Agreement, HMBYC is authorized to seize and take possession of Renter’s property and to either sell the same at public sale or evict and otherwise dispose of Renter’s property at the sole discretion of the HMBYC Board.

14. ATTORNEY’S FEES – In the event any legal action is instituted to enforce this Agreement, or any terms or conditions of HMBYC rules incorporated herein, or to recover any storage fees due, or to recover possession of the Rental Space due to any default or breach of this Agreement by Renter herein, or for any damages caused by Renter, Renter shall pay to HMBYC all such attorney’s fees and costs incurred by HMBYC.

15. SPECIAL CONDITIONS: _____

WE BILL QUARTERLY. ALL RENTAL CHARGES ARE DUE ON THE FIRST DAY OF THE QUARTER. IT IS YOUR RESPONSIBILITY TO ENSURE PAYMENT IS PROVIDED TO THE HMBYC. ALL RENTS MUST BE CURRENT.

Would you prefer to receive your quarterly invoice by e-mail?_____

**PLEASE MAIL RENTAL CHECKS TO: HALF MOON BAY YACHT CLUB
P.O. BOX 52
EL GRANADA, CA 94018**

RENTER’S SIGNATURE _____ DATE _____

HMBYC (Boatyard Manager) _____ DATE _____