



**Sturgeon Bay Yacht Club, Inc.
2022 Seasonal Seawall Space Contract**

Contract date:

Invoice: _____

Terms of Agreement made and entered into by and between the Sturgeon Bay Yacht Club, Inc. Hereinafter referred to as SBYC.

600 East Nautical Drive
Sturgeon Bay, Wisconsin 54235
Phone: 920-746-6934

And

SBYC Member No. _____ Hereinafter referred to as Owner.

Name: _____

Address: _____

City: _____

Email: _____

Whereas Owner of a _____ (Craft type)

Boat Named: _____

Registration: _____

And whereas, Owner is desirous of renting a seawall space for the purpose of mooring said boat in the _____ season.

SBYC agrees to rent Owner Seawall Space # _____ for the _____ season, commencing _MO/DAY/YR_ [pending open water] and terminating October 15, YEAR. subject to the following terms and conditions.

1. The Owners shall pay as and for the seawall space the sum of \$2000.00 plus sales tax of \$110.00 for one season's space usage. Said fee is payable in full before occupancy. Any balance owed after the due date of **MAY1, 2022** will be charged 1.5% per month service fee.
2. The Owner shall be a member of SBYC, in good standing throughout the contract period.
3. Maximum over all boat length shall be 25 feet which includes bow pulpit, swim platform, propeller[s], etc.



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- 4. SBYC may be required to ask the Owner to relocate his/her boat to a different seawall space. It being understood that boat location and space number can change to facilitate efficient placement, marine operations, or to maximize safety procedures.
- 5. SBYC assumes no liability against any loss, liability, damages for injuries to person or property, and the Owner agrees to carry his own insurance to protect his boat, property and person against any loss and save SBYC harmless. **Owner will name SBYC as insured entity and will provide proof of insurance.**
- 6. No assignment of rights under this agreement will be permitted.
- 7. Only SBYC authorized vendors who have provided proof of adequate insurance may perform work on vessels moored on these premises.
- 8. This contract may be renewed at SBYC's option subject to changes of terms and conditions. SBYC will transmit contract to Owner 30 days prior to Dec. 1. of the expiring season. Failure by owner to return executed copy of contract to SBYC on or before Dec. 1 of the expiration season with a \$100.00 non-refundable deposit, may be denied right of renewal.
- 9. Chartering for hire, in any form or manner, is strictly prohibited.
- 10. Owner acknowledges receipt of a copy of the Rules and Conditions of SBYC and agrees to abide by all Rules and Conditions with the understanding that failure to comply renders this agreement subject to cancellation at the option of SBYC.
- 11. Owner signs the **Disclaimer Of Liability And Agreement To Indemnity** included with this agreement.
- 12. In this agreement the use of masculine gender includes all humans and use of the singular or plural case includes the other where appropriate.

Print Name: _____

Signature: _____ Date: _____

By signing your name, you agree to the terms and conditions of this contract.

Phone Number _____

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FOR OFFICE ONLY

Dated this _____ day of _____, _____

Received By: _____

DISCLAIMER OF LIABILITY AND AGREEMENT TO INDEMNIFY

I _____, for myself and my Boat/Vessel at the Sturgeon Bay Yacht Club herein referred to as SBYC agree that:

1. I assume the risk of use of the SBYC Seasonal Seawall Space that I have been assigned.
2. I understand that the SBYC does not provide dock attendants, nighttime surveillance, or harbor master at the SBYC seawall courtesy space. SBYC assumes no responsibility for, **and shall not be liable for**, the care, protection, or security of my property.
3. I agree and understand that **SBYC shall not be considered an insurer of my boat or any of my property at SBYC.**
4. I, for myself, for the Boat/Vessel, for my family, my guests, my heirs and assigns, agree that I will, and I **do assume all responsibility** for any injury or illness that any of them may incur, arising out of or in any way related to, my activity of any kind within the SBYC and/or assigned seawall courtesy space. I agree to hold SBYC, its officers, agents, managers, employees, and assigns harmless and free of any and all claims for liability, injury, illness, or death, and for all costs, medical bills or other damages incurred by me or any family, my guests, heirs or assigns, that may be caused by any activity which happens within the seawall courtesy dock assigned boat, storage space or any other area of the SBYC that is not designated as a common area. I agree to indemnify, defend and hold the SBYC harmless from any and all claims, suits, actions, liability or expense occasioned by any injury to person or property sustained by me or my family, visitors, heirs or assigned in my assigned spaces with in the SBYC, or as a result in the pumping out of sewage or oils in the Sturgeon Bay Ship Canal. I also agree that, under no circumstances, shall SBYC be held liable for consequential, special or punitive damages, whether in contract or tort, including simple negligence, with respect to my use of any seawall boat slip or assigned seawall space within the SBYC.

Print Name _____

Signature _____ Date _____



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