



Boat and Trailer Storage Agreement

Date: _____ Assignment: _____

Member Name: _____

Boat Model & Length: _____ Boat Registration #: _____

Trailer Make: _____ Serial #: _____

The Concord Yacht Club ("Club") agrees to allow me, the member, to store my boat and trailer described above on the grounds and water adjacent to the Club located at 11600 S. Northshore Drive, Knoxville, Tennessee 37933, commencing on the date of this agreement, upon the following terms and conditions. This agreement may not be assigned or transfer.

A. PURPOSE Boat and trailer storage is a privilege of membership in the Club. The term "boat" and "trailer" includes hull, spars, rigging, sails, engine, contents and equipment.

B. RISK OF LOSS I understand that my boat and trailer is stored on Club premises at my own absolute risk. The Club assumes no responsibility for the boat or trailer and in no way is liable for any loss or damage to the boat or trailer caused by wind, rain, fire, theft, vandalism and any other cause or means. The Club assumes no responsibility for the suitability, strength, or condition of any parking space, dock, mooring, rack or other Club facility.

C. INDEMNIFICATION I agree to indemnify the Club against any claim arising out of any loss of or damage to my stored boat and trailer and agree that insurance of my boat and trailer will be my sole responsibility. I assume responsibility for the loss or damage to my boat, other boat or boats, and/or Club property resulting from my fault or negligence.

D. RENTAL CHARGES I agree to pay the rental charges from time to time fixed by the Club for storage of my boat and trailer and in addition will pay any extra charges imposed by the Club.

E. CONDITIONS I accept and will abide by the following conditions:

1. To comply with the published rules of the Club relating to storage of my boat and trailer. Violation of rules will be cause for immediate forfeiture and termination of this the agreement.
2. To immediately notify the Harbor Master if the boat and trailer is sold or exchanged and to remove the boat and trailer from Club storage within seven (7) days. (Storage rights do not transfer to the new owner. A new owner Club member will need to take his or her place on the waiting list, if necessary).
3. To remove my boat and trailer from Club storage within seven (7) days after termination or resignation from the Club.
4. To remove the boat and trailer from the Club storage within seven (7) days after a written request from the Harbor Master for any such reason as the Harbor Master may determine, including but not limited to: a) failure to have current registration; b) failure to pay any charge imposed by the Club; c) failure to adequately maintain the boat and trailer; d) failure to store the boat and trailer in the space allotted by the Harbor Master and; e) failure to follow published rules of the Club relating to storage of the boat and trailer.

F. BREACH OF AGREEMENT In the event of any breach of the terms of this agreement, I authorize the Board of the Concord Yacht Club, after verbal or written notice to myself, to dispose of the stored boat and trailer; including hull, spars, rigging, sails, engine, contents or equipment in any manner the Board deems appropriate and to apply the proceeds, if any, of such disposal to the settlement of any over due charges or levies due to the club and any disposal costs with any surplus being returned to me.

Member Initials _____

Harbormaster Signature: _____

Member Signature: _____

Nov09