

# BWYC - Temporary Rental Agreement

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## TEMPORARY HARBOR RENTAL AGREEMENT BAY-WAVELAND YACHT CLUB HARBOR

OWNER/LEESEE NAME \_\_\_\_\_

YACHT CLUB & MEMBERSHIP NO: \_\_\_\_\_

BOAT NAME: \_\_\_\_\_ MAKE & YEAR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ REGISTRATION NO: \_\_\_\_\_

STATE: \_\_\_\_\_ STATE: \_\_\_\_\_

PHONE: CELL: \_\_\_\_\_ SAIL [ ] POWER [ ]

BUS: \_\_\_\_\_ COLOR OF HULL: \_\_\_\_\_

HOME: \_\_\_\_\_ BOAT LENGTH: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ BEAM: \_\_\_\_\_

DRAFT: \_\_\_\_\_

1. I understand that use of Air Conditioning is NOT included in the slip rental and an additional charge of \_\_\_\_\$5.00\_\_\_\_ per day, will be added to the fee.
2. Slip number \_\_\_\_\_ is hereby leased to the Lessee at the rate of \$\_\_\_\_15.00\_ per day. This lease is good from \_\_\_\_\_, 200\_\_ until \_\_\_\_\_, 200\_\_\_\_.
3. Cancellation of this agreement by the Club, with prorated refund of rental paid, is permitted for the general welfare of the Bay-Waveland Yacht Club and/or failure of the Lessee to comply with the By Laws and Rules of the Bay-Waveland Yacht Club. Such notification of intent to terminate lease must bear the signature of the Harbor Master, and the Commodore.
4. LESSEE agrees to abide by all By Laws, Rules and Regulations of the Bay-Waveland Yacht Club and any amendments thereto, as well as any Laws, Rules and Regulations of the Coast Guard, Mississippi Bureau of Marine Resources, Mississippi Health Department, Mississippi Air and Water Pollution Control as such Laws, Rules and Regulations apply to occupancy of the harbor.
5. All in- or On-Board defects, including problems caused by inadequate mooring lines, leaks, inclement weather, rain, wind, or tides, will be the responsibility of the Lessee. The Lessee hereby agrees to properly secure his boat to prevent damage to the Club property or other boats, and to equip his boat in accordance with Coast Guard requirements. The Lessee shall as a prudent seaman take necessary precautions to secure his boat to protect docks, piers, and other boats in the harbor.
6. The Bay-Waveland Yacht Club, in renting slips or space, assumes no responsibility for

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loss or damage to boats or personal property or for personal injury to the Lessee or to any member of Lessee's family or guests. The Lessee agrees to defend, indemnify, and hold harmless the Bay-Waveland Yacht Club, its officers, employees and agents for any and all loss, cost, expense, or damage resulting from or arising out of any act or omission of the Lessee under color of this agreement.

7. The Harbor Master, or his agent, will attempt to notify lessee or his agent of problems developing with lessee boat, and will render as much on-site assistance as possible, without assuming any responsibility or liability whatsoever for damages or loss of lessee's property.

8. The Lessee shall carry a minimum of \$300,000.00 liability insurance on his boat, and provide confirmation of current status of such coverage to the Harbor Master.

9. **THE LESSEE'S SIGNATURE ON THIS LEASE AUTHORIZES THE HARBOR MASTER, OR HIS AGENT, TO BOARD, PUMP-OUT, MOVE, OR RE-TIE MOORING LINES, IN CASE OF FIRE, FOUL WEATHER, OR NON-PAYMENT OF RENT.** This provision in no way creates a duty or obligation on part of the Lessor.

WITNESS OUR SIGNATURE, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF LESSEE

BAY-WAVELAND YACHT CLUB

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_