

Irwin Boat Space Rental Agreement

Agent: Irwin Corp. D/b/a Irwin Marine
73 Weirs Road
Gilford, NH 03249

Slip or Space Number: _____

THIS IS A LEGALLY BINDING AGREEMENT, READ IT CAREFULLY.

1. THIS AGREEMENT is entered into between the

OWNER:

And TENANT:

Subject to the following terms and conditions.

2. TERM: This agreement is for the period from May 1st, 20____ to April 30th, 20____ inclusive.
(Not less than one calendar year)

3. PRICE: The rental price shall be \$ _____ payable upon signing this Agreement, unless otherwise agreed upon as follows: Deposit of \$ _____ upon signing this Agreement, and the balance of \$ _____ to be paid at the time of the TENANT'S boat launching or April 1st, 20____, whichever occurs first. The deposit is non-refundable.

4. THE TENANT AGREES TO THE FOLLOWING:

- a. The TENANT has inspected the boat rental space and has determined that it is appropriate for the TENANT'S vessel. The TENANT is responsible for properly securing their vessel to prevent damage to docks, pilings, supporting structures, and other vessels. Furthermore, the TENANT agrees to hold the Agent, the Owner, and Mountain View Yacht Club harmless for any damage that may occur to the vessel, while secured in the subject rental space.
- b. To abide by all the Rules and Regulations, Articles of Agreement, By-Laws, Covenants and Restrictions of the Mountain View Yacht Club. BY-LAWS, ARTICLE I, 1-200.
- c. To use discretion in operating all noise and sound generating equipment so as not to create a nuisance. RULES AND REGULATIONS #1
- d. Parties or other social gatherings within the CLUB property shall be conducted such that the rights of others to reasonable peace and quiet are not infringed upon. RULES AND REGULATIONS #1.
- e. No person under the age of 16 years shall be permitted on the CLUB property unless accompanied and supervised by an adult. RULES AND REGULATIONS #2.
- f. Any lifeboat or dinghy shall be stored aboard the boat or vessel not tied in the same slip as the boat or vessel. RULES AND REGULATIONS #3.

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- g. **PETS:** No pets other than licensed cats or dogs shall be permitted on the Club property, ensuring that all vaccinations, shots, etc are current for the pet.
- A. **Members & Renters** – Pets are only allowed on slips and docks for the purpose of embarking or disembarking from boats or vessels.
Any cat or dog must be leashed or carried. Pets may NOT be left unattended, leashed or otherwise, and any feces produced must be promptly disposed of, by the pet owner, in a sanitary manner.
Failure to do so will result in the pet being permanently excluded from the club. No exceptions to this rule will be permitted. Pets shall be managed so that their presence does not infringe on the peaceful enjoyment of the facility by others.
 - B. **Renters** – Renters shall be permitted to bring only **one (1) dog or one (1) cat** on Club property.
 - C. **Guests** – Guests of Members or Renters shall **NOT** be permitted to bring pets on Club property.
- h. Limitations of liability: The TENANT and their guest assume the risk of loss or damage to any boat or vessel, or their personal property owned by such person. RULES AND REGULATIONS #9
- i. All garbage shall be deposited in receptacles provided by the CLUB. RULES AND REGULATIONS #10
- j. That the TENANT'S boat can not be removed from the club property until all charges and monies owed for rental space and services rendered have been paid in full, and if not, a mechanics lien may be put in place on said boat according to Chapter 450-A (Lien on Vessels, Boats, and Boat Motors) and Chapter 350 (imposing fines of the State of N.H. R.S.A.'s)
- k. **INSURANCE:** The TENANT shall at all times maintain fire, casualty, extended coverage, and liability insurance on its own personal property and boats. Such policies, to the extent practicable, shall also run to the benefit of the CLUB in the event of damage to CLUB property or injury to CLUB members, guests, or employees as a result of an insured event under such policies. The TENANT shall provide a certificate of such insurance with the secretary and management of the CLUB. BY-LAWS ARTICLE IX, 9-500.
- l. No swimming, diving, fish cleaning, casting, wind surfing, bathing, dishwashing/rinsing, boat washing with any soap/chemical, personal watercraft usage, or similar activity shall be permitted from, near, or about the slips, nor in or about or from the boats or vessels while in or about the slips. Fishing is permitted from the docks, absolutely no casting. Parents are responsible for supervising their children. RULES AND REGULATIONS #12.
- m. No picnic tables and absolutely no charcoal, propane, or open flame barbeques or fire pits shall be permitted on any slips, boats, or vessels in or out of the water on MVYC property. RULES AND REGULATIONS #13.
- n. No laundry, wash or other articles shall be hung anywhere outside of a boat or vessel, except in such areas as Club Management may expressly permit. No sign, article, notice or advertisement shall be placed in or about the Club property, except for the office bulletin board, or no more than two "For Sale" signs not to exceed 11" x 14" affixed directly to the boat for sale. RULES AND REGULATIONS #16.
- o. No sale, solicitation, advertising, promotion, or other offering shall be conducted on or about the CLUB property, including the slips without prior written approval of the Board. RULES AND REGULATIONS #17.

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- p. Outside labor or contractors are prohibited from entering the CLUB property unless expressed permission is granted by the CLUB management. RULES AND REGULATIONS #18.
- q. Each boat owner is exclusively responsible for leakage in their boat. In the event any boat sinks on or about the CLUB property, including the slips, the TENANT-OWNER shall act immediately to cause it to be repaired or removed. In the event the TENANT-OWNER fails to act immediately, the CLUB management shall be empowered to cause such boat to be repaired or removed and shall be entitled to recover the costs thereof from the TENANT-OWNER. The CLUB and CLUB management shall not be liable for any damage or any fines that may be assessed by DES, EPA, or any others, caused to such boat or vessel on account of such removal. RULES AND REGULATIONS #21.
- r. The TENANT shall provide the CLUB with a set of keys to the boat ignition and cabin doors.
- s. The CLUB Management shall maintain a registry of all such boats including the names of the owner and the boat, the serial and registration numbers, the name and address of the insurer. RULES AND REGULATIONS #7.

t.

MAKE: _____ MODEL: _____

LOA: _____ BEAM: _____ YEAR: _____ DRAFT: _____

HULL #: _____ REGISTRATION #: _____

MOTOR MAKE: _____ MOTOR MODEL: _____

MOTOR SERIAL #: _____ MOTOR SERIAL #: _____

TRAILER INVOLVED: YES _____ NO _____ DESCRIPTION: _____

INSURANCE COMPANY'S NAME: _____

ADDRESS: _____

Certificate of insurance will be provided, initial _____

- u. This Agreement includes outside winter storage privilege.

TENANTS further certify that they have examined the space in which the subject boat is to be placed and find it suitable and acceptable. The TENANTS also certify that they understand the terms and conditions set forth herein.

TENANT	_____	DATE: _____, 20 _____
TENANT	_____	DATE: _____, 20 _____
OWNER	_____	DATE: _____, 20 _____
OWNER	_____	DATE: _____, 20 _____

RENTAL LISTING AGREEMENT
IRWIN CORPORATION c/o
MOUNTAIN VIEW YACHT CLUB
73 WEIRS ROAD
GILFORD, NH 03249

SLIP NO _____

THIS IS A LEGALLY BINDING AGREEMENT, READ IT CAREFULLY.

1. **RENTAL LISTING AGREEMENT:** I hereby employ and grant to Irwin Corporation a listing commencing on _____ and expiring at midnight on _____ to rent the boat slip located at Mountain View Yacht Club, 73 Weirs Rd. Gilford, NH 03249.
2. **PRICE:** The rental price shall be \$ _____ or any other price I agree to accept. I understand and agree that the rental may be subject to inspections.
3. **OWNER AGREES TO:**
 - A. Cooperate with Irwin Corporation in every reasonable way.
 - B. Pay Irwin Corporation a marketing fee of **\$300.00** per boating season if rented to anyone introduced to the slip through the efforts of Irwin Corporation or their Agent. prior to the expiration of the term.
 - C. If the slip is rented by the owner or other agent within nine (9) months after the term of this agreement to anyone introduced to the slip through the efforts of Irwin Corporation or their Agent prior to the expiration of the term, the above stated marketing fee will be paid to Irwin Corporation.
4. **IRWIN CORPORATION AGREES TO:**
 - A. Not rent the slip for a period of time that is less than one full boating season, according to the Covenants of the Club.
 - B. Not rent the slip without prior written consent of the Board of Directors.
5. **OWNER UNDERSTANDS AND AGREES THAT:**
 - A. Irwin Corporation is authorized to accept and hold a deposit on behalf of the owner. If the deposit is for any reason forfeited, Irwin Corporation shall be entitled to one half. thereof, but not to exceed the amount of the marketing fee.
 - B. The slip is to be offered without regard to race, color, religion, handicap, sex, familial status, or national origin.
 - C. They are the only owners of this slip, which they have the legal right to rent.

OWNER(S) _____ DATE _____

Signature

_____ DATE _____

Signature

IRWIN CORPORATION _____ DATE _____

Authorized Representative

Owner's Name _____ Tel. (C) _____

Owner's Address _____ Tel. (W) _____

E-Mail Address _____

Contact Carol Downing at 603-527-6168 caroldowning@irwinmarine.com