



HARBOR RENTAL AGREEMENT
BAY-WAVELAND YACHT CLUB HARBOR

OWNER/LEESEE NAME _____

BAY-WAVELAND YACHT CLUB MEMBER NO: _____

BOAT BWYC STICKER NUMBER: _____ BOAT NAME: _____

TRAILER LICENSE NUMBER: _____

TRAILER BWYC STICKER NUMBER _____

ADDRESS: _____

REGISTRATION NO: _____

STATE: _____

STATE: _____

PHONES:

SAIL [] POWER []

HOME: _____

COLOR OF HULL: _____

BUS: _____

BOAT LENGTH: _____

CELL: _____

BEAM: _____

EMAIL: _____

DRAFT: _____

SLIP LENGTH x WIDTH: _____

SLIP NUMBER: _____

1. Slip number _____ is hereby leased to the Lessee at the rate of \$3.75 per ft. (based on length of boat or slip, whichever is greater) per month, per year and Lessee is required to pay Mississippi sales tax on slip lease and an additional fee for Utilities (electricity, water, security, lights, garbage pickup, etc.), where electricity is provided, as follows: \$20 per month fee for each 30 AMP service and \$40 per month fee for each 50 AMP service. The Lessee may pay the slip lease and the Utilities fee yearly, quarterly, or monthly, by contacting the Manager. The terms of this lease are for one (1) year starting on 1st day of month _____ 20____, and ending on last day of month _____ 20____. Lease is automatically renewed for successive one (1) year terms unless terminated in writing on or before last day of lease, of each year hereafter. Lessor shall have the right to increase the rental by sending written notice of such increase to the lessee at the billing address shown above no less than ten (10) days prior to the renewal date (last day of lease). For the Boat in this slip lease, Lessee may keep, on BWYC premises, one corresponding trailer in dry storage, at no additional cost.

2. 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. Lessee will be advised by registered mail of intent to terminate lease and shall be allowed thirty (30) days in which to petition the Board of Governors to reverse the cancellation. Such notification of intent to terminate lease must bear the signature of the Harbor Master, and the Commodore.
3. 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, and any other federal, state, or local laws - as such Laws, Rules and Regulations apply to occupancy of the harbor.
4. Absence or vacation from slip for longer than fourteen (14) days requires a notification to the Harbor Master, or his agent, with a return date advised. As part of the consideration, BWYC reserves the right to temporary use of the slip during such absence.
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 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. **IT IS UNDERSTOOD THAT WITH THE THREAT OF HURRICANES, LESSEE IS REQUIRED TO MOVE HIS BOAT TO ANOTHER LOCATION.**
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.

WITNESS OUR SIGNATURE, this the _____ day of _____, 20____

SIGNATURE OF LESSEE

BAY-WAVELAND YACHT CLUB

BY: _____

TITLE: _____