

# **LIMESTONE BAY YACHT CLUB INC. DOCKAGE USE AGREEMENT**

Limestone Bay Yacht Club Inc. (LBYC) agrees to provide use of one of the LBYC's dock spaces (slip), and \_\_\_\_\_ (User) agrees to pay the usage fee and electric charges under the following terms and conditions during the period of \_\_\_\_\_ to \_\_\_\_\_

- 1) Dock usage fees for vessels up to 28' long during the summer use period (from 2nd Saturday in May to 2nd Saturday in November) is \$1,700 and \$700 during the winter use period (from 2nd Saturday in November to 2nd Saturday in May). Dock usage fees for vessels over 28' long and up to 50' long during the summer use period is \$2,200 and \$1000 during the winter use period. Club bylaws prohibit vessels in excess of fifty feet (50') and a beam width equal to or more than 1/2 of the total well width
- 2) Payment in full is due at the execution of the use agreement or one month before use period begins. A damage and electrical deposit of \$50.00 is to be paid before any use of the dock.
- 3) Electricity is metered and will be charged to the user each month. Such charges are to be paid within 10 days of the bill. Late charges will be assessed on past due balances in accordance with LBYC policy. LBYC assumes no responsibility as to the type of service and plug types, but most docks have twin 30amp service. User agrees not to patch or otherwise modify LBYC equipment.
- 4) The user agrees to abide by LBYC corporate By-Laws, restrictions as to vessel length and width, the House Rules, which all users are required to obey, and the terms of this agreement. Failure to abide by these conditions will be considered sufficient cause for impoundment of the vessel or expulsion from LBYC. Such expulsion will not relieve the user from paying all fees and charges billed.
- 5) A dock will be assigned to the user and the user shall use no other dock. The user may not sub-let or permit any other use the dock for any purpose.
- 6) LBYC reserves the right to re-assign user to another dock at any time for any reason it deems necessary.
- 7) The user agrees to vacate the assigned dock by the last day of the season cover by this use agreement.
- 8) User's Vessel will be pumped without order from the user in situations identified and deemed urgent by LBYC Manager and user shall be charged the prevailing rate for this service.
- 9) LBYC is not responsible for the safety of any vessel moored in LBYC and carries no insurance therefore. The user herewith agrees that LBYC and / or LBYC Manager will not be responsible for any damage to the vessel or equipment under any circumstance.
- 10) User agrees to keep his vessel and all property thereon safe and to save and hold harmless LBYC from any and all claims for loss, subrogation or indemnification relating thereto. This agreement is for use by the user of the assigned dock space only and it is to be used at the sole risk of the user. LBYC shall not be responsible for the care or protection of the vessel or it's contents. In the event of fire or other catastrophe, LBYC shall have the right, but not the obligation, to cut the vessel free and such act shall be deemed as ordinary prudence for the protection of other vessels in LBYC..
- 11) User agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and minimum of \$100,000 liability coverage.) User agrees to release and discharge LBYC from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with LBYC's facility. This release and discharge will cover without limitation any loss or damage resulting from LBYC's employees, shareholders, management company, users, members or agents in connection with User's vessel, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God. User explicitly agrees to indemnify and hold harmless LBYC, and it's employees, shareholders, management company, users, members or agents from and against any and all claims whatsoever resulting from the existence of this agreement or user's use of the facilities. User expressly waives any and all right to bring, assign and / or subrogate causes of action and / or claims against LBYC, its officers, Stockholders, owners, users, agents, LBYC managers, employees, contractors or guests. A "Certificate of Insurance" must be provided to LBYC before entering LBYC
- 12) User covenants to exercise due care in occupation of the dock space and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. User shall indemnify LBYC against all claims, actions, proceedings, damages, liabilities, including attorney fees, arising from or connected with user's possession and use. LBYC shall have a lien against the above described vessel, her appurtenances and contents, for unpaid sums due LBYC for damage caused to any docks property or person at LBYC, including all charges for repairs, purchases and dockage. Such lien shall be in addition to any other lien provided by law. This agreement is for the use of dock space only. Such space is to be used at the sole risk of the user. LBYC shall not be liable for the care or the protection of the vessel, including her gear, equipment and contents, or for any loss or damage of whatever kind or matter to the vessel, her contents, gear or equipment.
- 13) User carries the responsibility for any and all sudden and accidental pollution that may be created from his vessel and explicitly agrees to indemnify and hold harmless LBYC, and it's employees, shareholders, management company, users, members or agents from and against any and all claims whatsoever.
- 14) If the user sells or otherwise replaces the vessel, LBYC Manager must be notified and any replacement vessel approved by the Manager.
- 15) LBYC may terminate this agreement at anytime for any reason, upon such termination, the vessel user shall vacate the dock within three days and upon failure to do so, LBYC may so remove the vessel at vessel user's risk and expense. A pro-rated share of the season use fee less \$50 handling fee will be refunded to the user if this occurs
- 16) User agrees to pay a late fee of \$10 dollars on all late monthly payments. User also agrees to pay interest, 2% per month on all unpaid balances beyond thirty days.
- 17) User agrees and expressly consents that LBYC has the right to board, impound or secure any vessel in the dock if any of the terms of this use agreement are violated, breached or broken by user.
- 18) User acknowledges that it has inspected the dock space herein and satisfied itself that the dock is adequate for safe mooring of its vessel. This contract is not a bailment of the user vessel, but a use contract of dock space, and LBYC's liability is limited to supervision and maintenance of LBYC area. LBYC's management will make reasonable efforts to contact user and notify of dangerous conditions requiring users attention, but LBYC assumes no responsibility for lending mooring lines or moving vessels from the spaces to which they are assigned. LBYC makes no assurance or guarantee of any kind concerning water depth in LBYC and is not responsible for assuring user that the water depth is sufficient for the draft of the vessel in the slip.

19) If user fails to remove vessel or if user is in default of this agreement, the user agrees that the vessel is deemed to be abandoned and agrees to LBYC having an impoundment company remove the vessel at vessel user's risk and expense. The impoundment company will charge user for towing, dry-docking and associated charges and may charge a daily rate of \$1.00 per foot of vessel length for storage. It is the users duty to winterize the vessel. User shall be liable to LBYC for all damages and expenses LBYC may suffer as a result of the user's default.

20) Amendment of Terms of Conditions, LBYC reserves the right to alter or amend the terms and conditions of this use agreement from time to time by: (a) written notice to the owners and users; and / or (b) prominent publication by notice on LBYC grounds.

21) User represents that it is the owner of the vessel and that the vessel is in a seaworthy condition and will be maintained in a seaworthy condition at all times while the vessel is kept at LBYC. Should LBYC discover that the vessel is in peril, user agrees to pay to LBYC as additional use fee, all charges for labor and materials incurred or expensed by LBYC for the vessel in connection with correcting this situation; provided however, LBYC has no obligation to render aid or assistance to the vessel under any circumstances. All vessel must leave LBYC at least one time per 60 day period

22) No signs may be displayed or any commercial business activities conducted without prior permission of LBYC. Only pleasure vessels used for recreational purposes shall be allowed to use dock space in LBYC.

23) The failure of LBYC to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by LBYC of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by LBYC of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.

24) If suit is instituted by LBYC against user for breach of this agreement or non-payment, user will pay the costs of Litigation, including attorneys' fees, plus interest accumulated. Claims for breach of this contract will be subject to the laws of the State of Kentucky, and user consent to the exclusive jurisdiction and venue of state or federal courts in Jefferson County, Kentucky

25) Only the vessel listed below in this section is allowed in the dock. Overall length includes davits and bow pulpit. Beam width must be less than 1/2 of well width

Vessel Year & Make:	Model:
Vessel Type:	Hull I.D. #
Vessel Name:	REG / DOC #:
Vessel Length:	Beam: Draft:
Hull Material: steel, aluminum, fiberglass, other:	
Electric Requirements: <input type="checkbox"/> (1) 30AMP, <input type="checkbox"/> (2) 30AMPs, <input type="checkbox"/> (1) 30AMP & (1) 50AMP, <input type="checkbox"/> OTHER	
Insurance Company, attached copy of insurance policy	

26) User has provided credit / debit card account information and agrees and expressly consents that LBYC has the right to bill user's account for all charges not paid for. User is the cardholder or an authorized user and agrees to perform the obligations set forth in the cardholder's agreement with issuer.

Credit Card #:	Expiration Date:
NAME ON FRONT OF CARD:	
TYPE OF CARD Visa or Master Card	CVV2 Code

The CVV2 Code is the last three numbers on the back of the

THE UNDERSIGNED HAS READ AND AGREES TO ALL TERMS AND CONDITIONS SET FORTH ABOVE IN THIS AGREEMENT AND ANY ATTACHEMENT REFERENCED THEREIN

\_\_\_\_\_  
User (please print)

\_\_\_\_\_  
User (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
LIMESTONE BAY YACHT CLUB

\_\_\_\_\_  
Date

Please make checks payable to LIMESTONE BAY YACHT CLUB and mail to: P.O. Box 185, Harrods Creek, KY 40027