



Gordon's Bay Yacht Club

Mooring Rental Agreement

This Mooring Rental Agreement ("Agreement") is made as of the last date set forth below, by and between GORDON'S BAY YACHT CLUB ("GBYC") and undersigned vessel owner/possessor ("Owner"). GBYC hereby grants Owner a limited license and permission to moor the vessel described below, commencing as of the Effective Date set forth below, and Owner hereby agrees to accept the Mooring, defined herein, for the term specified, subject in all respects to GBYC's underlying lease and subject to all of the terms and provisions set forth below.

(Please Print)

Owner's Name(s) _____

Residence Address: _____

City: _____ St: _____ Code: _____

Telephone: _____ Mobile: _____

Email: _____

Business Address: _____

City: _____ St: _____ Code: _____

Legal Owner of Vessel (bank, lienholder or other name appearing on title): _____

Emergency Contact Name: _____

Emergency Phone #: _____

GBYC Account #: _____

Name of Vessel: _____

SAS Registration # _____

2.

Description of Vessel: · Sail · Power

Make: _____

Length: _____ Beam: _____

Displacement: _____

I have read Rates and Regulations attached to this Agreement and agree to comply fully with them.

Dated this _____ day of _____ 20_____

By _____

Owner's Signature _____

Accepted this _____ day of _____ 20_____

By _____

GBYC signature: _____

Gordon's Bay Yacht Club

Rates and Regulations for Mooring Rental Agreement

RATES: The rental charges for mooring, dock and rack usage shall be established by the Executive Committee of GBYC. Charges shall be reviewed periodically by the Executive Committee, and may be modified upon **30** days written notice to Owner. Rental charges and fees shall start to accrue on the date the Mooring is available for occupancy.

PAYMENTS:

Due in advance on the first business day of each and every month.

Owner shall pay two month's rent in advance, along with signed rental agreement.

TERMS AND REGULATIONS:

1. Conditions of Use:

- 1.1.** Owner shall perform and abide by each and every condition of use contained in this Agreement and the GBYC Constitution and in any and all policy letters that may be issued by GBYC from time to time;
- 1.2.** One boat may occupy the assigned mooring;
- 1.3.** Owner shall comply with all laws, ordinances and regulations of State and local entities, including but not limited to municipal codes, environmental laws and regulations;
- 1.4.** All vessels must have such current registration and documentation required by GBYC on file with GBYC;

- 1.5. Owner shall present a copy of the vessel's registration to the Executive Committee's representative and or the port master upon request.

2. No Commercial Use:

- 2.1. Vessels shall be used for pleasure only, and not for any commercial undertaking;
- 2.2. Prohibited commercial use includes any vessels for which a current commercial fishing license was issued, or any vessels equipped or operated to carry passengers for hire.

3. Active Use:

- 3.1. Moorings are meant for active use and not storage. If Owner does not actively use his or her vessel as defined in the GBYC policy letters, GBYC may terminate this Agreement and reassign the Mooring.

4. Securing Vessel:

- 4.1. At all times during which the vessel is berthed at the Mooring, Owner shall cause it to be safely and properly secured to its berth in a manner acceptable to GBYC using tackle and gear to the specifications set by the GBYC.

5. Grant of Authority:

- 5.1. GBYC reserves the right to move or require Owner to move the vessel from the assigned Mooring to an alternative Mooring, either temporarily or permanently, at any time for construction, emergency, safety or other operational reasons;
- 5.2. GBYC may inspect the Mooring and board and inspect any moored vessel at any time, for health and safety checks, to ensure

compliance with this Agreement, the GBYC Constitution, all laws, ordinances and regulations of State and local entities, including but not limited to municipal codes, environmental laws and regulations or to protect property and public peace.

6. No Assignment:

- 6.1.** This Agreement grants to Owner a limited personal right, without any possessory interest, to berth the vessel;
- 6.2.** Accordingly, Owner shall have no right or power to assign this Agreement or sublet the Mooring or any part thereof to any other person or party whatsoever;
- 6.3.** No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Agreement;
- 6.4.** Sale or other transfer of vessel does not transfer assignment of Mooring to new owner;
- 6.5.** In the event that Owner transfers the vessel, or Owner's interest therein, to another person, Owner agrees to vacate the Mooring.

7. Default:

- 7.1.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Owner:
 - 7.1.1.** Failure of Owner to pay any amount when it becomes due, including, but not limited to, rental charges, late fees, lien sale fees,

administrative fees, and vessel maintenance assistance fees;

7.1.2. Failure by Owner to perform any of the covenants, conditions and terms of this Agreement required to be observed or performed by Owner (other than payment of monies due) where such failure continues for a period of 7 days after written notice by GBYC.

7.2. Remedies for Default:

- 8.1.** By execution of this Agreement, Owner acknowledges that GBYC shall have a lien on the vessel for money which may become due under this Agreement;
- 8.2.** Pursuant to the lien, GBYC shall have the right to take possession and control of the vessel, secure the vessel to the Mooring, remove the vessel from the Mooring, and/or store the vessel at a location of GBYC's choosing. So long as GBYC continues to hold the vessel, Owner shall be deemed to be responsible for all continuing charges and expenses related thereto;
- 8.3.** If Owner fails to pay rental charges, costs of repair or restoration, or other charges to be borne by Owner, or in the event of a breach of this Agreement, GBYC may, at its option, regard this Agreement as continuing in force and recover from Owner damages caused by Owner's breach, including, without limitation, the right to recover the rental charges due under this Agreement as the same shall accrue, and/or terminate Owner's right to use the Mooring;
- 8.4.** If Owner fails to perform any of the terms and conditions of this Agreement, GBYC may, at its option, without waiving any other remedies it may have, immediately terminate this Agreement upon written notice to Owner. In the event of Owner's default or termination of this Agreement without removal of vessel, GBYC may suspend the right of Owner to obtain access to the clubhouse, the boat yard, dock, the Mooring and the vessel without the necessity of initiating legal proceedings;

8.5 Owner shall reimburse GBYC, upon demand, for any costs or expenses (including attorneys' fees and costs on a scale as between attorney and own client) incurred by GBYC in connection with any breach or default of Owner under this Agreement, whether or not suit is commenced or judgment entered;

8.6 Termination:

8.6.1.1.1 In addition to the other rights of termination set forth in this Agreement, the parties agree that this Agreement may be terminated at any time by either party upon 30 days written notice. Owner shall be obligated to pay all rent due for the final 30 days unless and until GBYC provides notification to Owner that the Mooring has been rented to another party. GBYC shall prorate any rent owed by Owner in the event that the Mooring has been rented prior to expiration of the 30-day period. Upon termination of this Agreement, Owner shall remove the vessel from the Mooring together with any other possessions of the Owner.

9. Miscellaneous:

9.1. This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and all prior negotiations, representations or agreements between the parties with respect to the subject matter hereof are merged into this Agreement;

9.2. This Agreement may be amended only by a written agreement signed by the parties;

9.3. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions;

- 9.4.** No breach of this Agreement may be waived unless in writing by the GBYC Executive Committee, but such waiver will not be deemed as a waiver of any other provision;
- 9.5.** This Agreement shall be governed in all respects by the laws of the REPUBLIC OF SOUTH AFRICA;
- 9.6.** This Agreement shall be subject in all respects to the Lease between the Government and the GORDON'S Bay Yacht Club, which Lease is available for inspection upon request.