

RBSA BOAT/TRAILER REGISTRATION & STORAGE AGREEMENT

IT IS A CONDITION OF STORING ANY BOAT, TRAILER, OR EQUIPMENT ON RBSA GROUNDS THAT: (1) THIS REGISTRATION FORM AND STORAGE AGREEMENT BE FILLED OUT IN FULL, SIGNED BY THE MEMBER, AND GIVEN TO THE RBSA MANAGER, (2) THAT THE RBSA REGISTRATION STICKERS PROVIDED BY THE MANAGER BE AFFIXED TO THE BOAT AND TRAILER AT THE TIME ANY BOAT OR TRAILER IS BROUGHT ONTO CLUB GROUNDS, (3) THAT THE BOAT IS PLACED IN THE SPACE ASSIGNED BY THE MANAGER, AND (4) THAT ALL MEMBERSHIP DUES AND STORAGE FEES BE PAID IN FULL ON A TIMELY BASIS. *FAILURE TO COMPLY WILL RESULT IN THE LOSS OF YOUR ASSIGNED SPACE AND YOUR BOAT BEING MOVED TO THE FAR END OF THE TENNIS COURTS. IT IS THE MEMBER'S OBLIGATION TO KEEP RBSA INFORMED OF ANY CHANGES IN THE FOLLOWING:*

BILLING ADDRESS:

SUMMER ADDRESS (IF ANY):

EMAIL:

TELEPHONE:

_____ (HOME)
_____ (SUMMER)
_____ (CELL #1)
_____ (CELL #2)

NAME: (LAST NAME, FIRST NAME)

MEMBERSHIP NUMBER: _____

RBSA BOAT REGISTRATION NUMBER: _____

RBSA TRAILER REGISTRATION NUMBER: _____

BOAT INFORMATION:

TYPE: MONOHULL ___ CAT ___ OTHER _____

MAKE/MODEL/LENGTH: _____

HULL COLOR: _____

DECK/TRAMPOLINE COLOR: _____

BOAT NAME (IF ANY): _____

STATE BOAT REGISTRATION # (IF ANY): _____

SERIAL NUMBER: _____

TRAILER INFORMATION:

TYPE: MONOHULL _____ CATAMARAN _____

MANUFACTURER: _____

STATE TAG (IF ANY): _____

OTHER MARKINGS: _____

ASSIGNED SPACE: SUMMER: _____ WINTER: _____

BOAT/TRAILER STORAGE AGREEMENT & CONDITIONS

- MEMBERS STORE THEIR BOATS AND TRAILERS ON CLUB GROUNDS AT THEIR OWN RISK, ACKNOWLEDGING THAT THEY ARE RENTING STORAGE SPACE ONLY. RBSA ASSUMES NO RESPONSIBILITY FOR THE SAFE-KEEPING, CARE, MAINTENANCE, OR PROTECTION OF ANY BOAT OR TRAILER LEFT OR STORED ON CLUB GROUNDS. ALTHOUGH THE CLUB MANAGER MAY ASSIGN STORAGE SPACES TO MEMBERS (WITH PREFERENCE GIVEN TO EXISTING

MEMBERS WITH BOATS/TRAILERS ALREADY STORED ON CLUB GROUNDS), NO MEMBER SHALL HAVE A RIGHT TO A SPECIFIC SPACE AND SPACES MAY BE RE-ASSIGNED (AND BOATS/TRAILERS MOVED) BY THE MANAGER AS HE/SHE DEEMS NECESSARY TO OPTIMIZE SPACE, MAINTAIN THE GROUNDS, OR FOR ANY OPERATIONAL NEED. (LESS-SAILED BOATS CAN ANTICIPATE BEING STORED FURTHER FROM THE MARINA.)

2. MEMBERS SHALL REGISTER THEIR BOAT AND/OR TRAILER WITH THE CLUB MANAGER AND THE CLUB MANAGER SHALL AFFIX THE RBSA REGISTRATION STICKERS PROVIDED BY THE MANAGER TO THEIR BOAT AND TRAILER AT THE TIME OF BRINGING THOSE ITEMS ONTO CLUB GROUNDS. BOATS/TRAILERS SHALL BE STORED ONLY IN THE SPACE(S) ASSIGNED BY THE RBSA MANAGER. **FAILURE TO DO MAY RESULT IN THE LOSS OF YOUR ASSIGNED SPACE AND YOUR BOAT BEING MOVED.**
3. MEMBERS SHALL PAY THEIR CLUB DUES AND BOAT/TRAILER STORAGE FEES IN A TIMELY MANNER. **ANY MEMBER WHO HAS FAILED TO PAY HIS/HER MEMBERSHIP FEES BY MAY 30 AND/OR STORAGE FEES (INCLUDING RE-BILLING CHARGES) WITHIN 120 DAYS OF THE INITIAL BILLING DATE ACKNOWLEDGES THAT HE/SHE HAS, BY SUCH FAILURE TO MAKE TIMELY PAYMENT, ABANDONED THEIR BOAT AND/OR TRAILER AND DELEGATES TO RBSA THE POWER AND AUTHORITY TO DISPOSE OF THAT BOAT AND/OR TRAILER IN ANY MANNER IT DEEMS APPROPRIATE, HEREBY APPOINTING RBSA AS THEIR LAWFUL ATTORNEY-IN-FACT TO DO SO, AND HEREBY WAIVING ANY AND ALL RIGHTS TO ANY JUDICIAL PROCEEDINGS.**
4. MEMBERS SHALL NOTIFY THE CLUB MANAGER OF THE TRANSFER OF OWNERSHIP OF ANY BOAT OR TRAILER ON RBSA GROUNDS AND, WITHIN SEVEN DAYS THEREOF, PROVIDE THE CLUB MANAGER WITH A NEW BOAT REGISTRATION FORM AND STORAGE AGREEMENT SIGNED BY THE NEW OWNER. **FAILURE TO DO MAY RESULT IN THE LOSS OF YOUR ASSIGNED SPACE AND YOUR BOAT BEING MOVED.**
5. MEMBERS ACKNOWLEDGE THAT IT IS THEIR PERSONAL RESPONSIBILITY TO REMAIN AWARE OF THE CONDITION OF THEIR BOAT AND/OR TRAILER ON CLUB GROUNDS AND AGREE TO ABIDE BY ALL RBSA RULES AND POLICIES REGARDING BOAT/TRAILER STORAGE, INCLUDING:
 - a. ALL MASTS MUST BE TAKEN DOWN AND SECURED ON THE BOAT OR IN A DESIGNATED STORAGE PLACE, AND ALL BOATS ON THE BEACH MUST BE MOVED TO THEIR ASSIGNED SPACE, NO LATER THAN NOVEMBER 1ST OF EACH YEAR. **FAILURE TO TIMELY DROP A MAST WILL RESULT IN A \$100 CHARGE TO THE BOAT OWNER.** DAMAGE TO OTHER BOATS CAUSED BY FAILURE TO DROP THE MAST IS THE FINANCIAL RESPONSIBILITY OF THE BOAT OWNER WHO FAILED TO DROP THE MAST.
 - b. ALL BOAT TRAILERS MUST BE MAINTAINED SUFFICIENTLY TO ALLOW SAFE STORAGE OF ANY BOAT PLACED ON THEM AND TO ALLOW THEM TO BE MOVED BY RBSA STAFF IF NECESSARY – **NO FLAT TIRES, BROKEN AXLES, WHEELS, OR TRAILER HITCHES.**
 - c. ALL BOATS MUST BE SECURED/TIED DOWN IN A MANNER THAT WILL RESTRICT MOVEMENT CAUSED BY WIND OR HIGH WATER. BOATS MUST BE TIED TO TRAILERS AND TRAILERS TO THE GROUND USING GROUND ANCHORS. DAMAGE TO OTHER BOATS CAUSED BY AN UNSECURED BOAT WILL BE THE FINANCIAL RESPONSIBILITY OF THE UNSECURED BOAT'S OWNER. (GROUND ANCHORS CAN BE PURCHASED AT COST FROM RBSA; STAFF CAN INSTALL THEM FOR A SMALL CHARGE).
 - d. ALL BOATS AND TRAILERS MUST BE REASONABLY MAINTAINED: BROKEN EQUIPMENT, TORN BOAT COVERS AND TARPS MUST BE FIXED OR REPLACED WITHIN 30 DAYS AFTER NOTICE THEREOF.
6. This Agreement is governed and to be interpreted under Delaware law. The parties acknowledge and agree that jurisdiction of any claims related in whole or in part to anything under this Agreement shall be in courts located in the State of Delaware.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20____.

MEMBER'S PRINTED NAME

MEMBER'S SIGNATURE