SUNSET HARBOR YACHT CLUB
MEMBER APPLICATION FOR DOCKAGE

I. Applicant Name:_____

II. Applicant Member Classification: (circle one) Family Corporate Individual Nonresident

III. Dockage Slip # Desired:_____

(1st Choice) (2nd Choice) (3rd Choice)

IV. VESSEL DATA

Vessel Name:_____Built by:_____

Documentation #:_____ State Registration #:_____

LENGTH

*Overall:_____ Beam:_____ Draft: _____

***Includes bowsprits, swim platforms, pulpits, and all extensions beyond centerline on deck length. Dockage charge is based on these measurements. (Measured by Dockmaster.) There is a 25' minimum vessel measurement.**

TYPE (CHECK ONE) Sail_____ Power_____ **FUEL:** (CHECK ONE) Diesel_____ Gasoline_____

ELECTRIC POWER REQUIREMENT (INCLUDE NUMBER OF OUTLETS)

_____50 AMPS_____30 AMPS_____

CABLE HOOK-UP DESIRED: Yes___No___Signature_____(Current rate available from Office).

V. INSURANCE INFORMATION

Insurance Group:_____ Policy Number:_____

Effective Date of Coverage:_____

Limit of Coverage Hull:_____

Liability Limits: (not less than $1,000,000.00)_____

VI. DOCK RULES

1. Dock Rules require Sunset Harbor Yacht Club be named as an additionally Insured Endorsement. The vessel Owners must present proof of insurance and ownership with this application, and the vessel Owners are required to present to the business office current proof of insurance and ownership annually by their insurance anniversary date.

2. The vessel Owner and the vessel will indemnify and hold harmless Sunset Harbor Yacht Club and its officers, employees and agents for the consideration hereinbefore set forth, from any cost, expenses, damages and against all claims, demands, damage, liability that may be asserted by anyone due to (a) property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said Owners vessel motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Owner's vessel, or on the premises of Sunset Harbor Yacht Club or to personal property of others on the vessel or Yacht Club premises, and (b) any personal injury, death or illness arising from the occupancy or use of the Yacht Club premises or facilities, where such injury or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel owner, his agents, servants, invitees or employees, and (c) any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by Owner, his agents, servants, invitees or employees.

3. Boat owners are responsible for damage to Sunset Harbor Yacht Club dock structures and pilings. In the event of an emergency, Sunset Harbor Yacht Club reserves the right to move boats to other mooring places. Sunset Harbor Yacht Club shall not be liable for the care or protection of the boat, including gear, equipment and contents, or for any loss or damage of whatever kind or manner to the boat, contents, gear, and equipment. The vessel Owners who keep their boats at Sunset Harbor Yacht Club will have a minimum of 2 additional sets of tie-up lines readily available. In the event of a storm, Sunset Harbor Yacht Club, at the discretion of the Dockmaster, Flag Officers, or Management, reserves the right to evacuate unattended boats at the owner's expense and risk. However, nothing contained herein shall require Sunset Harbor Yacht Club to do so. It is expected that boat owners keeping their boats at S.H.Y.C. during the hurricane season will have made arrangements for the safe and sheltered anchorage of their boats elsewhere on the approach of the storm. In the event of dangerous weather conditions, S.H.Y.C. at the discretion of management, reserves the right to evacuate unattended boats at the owner's expense and risk. However, nothing contained herein shall require S.H.Y.C. to do so.

4. This Agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This Agreement is merely for the renting of a space by vessel Owner for his vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by Sunset Harbor Yacht Club, but said control is to remain in vessel Owners at all times. This Agreement is for the use of space only, and such space is to be used at the sole risk of Owner. The Sunset Harbor Yacht Club or management shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time.

5. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/space/rental charges, in any Court, the vessel Owner hereby agrees to pay all court costs together with attorneys' fees, collection fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit in either civil court or in rem result against the vessel, the Owner agrees and consents to have the Yacht Club appointed as substitute custodian who may be responsible to secure removable items, with the consent of the Untied States Marshall, at the Yacht Club facility including removing the vessel in custodial legis from its normal slip/space to another slip/space as the United States Marshal may allow or direct. Custodial fees shall be calculated at the established Daily Rate.

6. The vessel Owner agrees to participate in a minimum of two club events per calendar year and "flag" the yacht for all club events so requested by Management.

7. Boat owners are at all times required to contact the Dock Master prior to arriving and departing the docks.

BY SIGNING THIS AGREEMENT THE OWNER AGREES TO THE TERMS HEREIN AND TO COMPLY WITH THE BYLAWS OF THE SUNSET HARBOR YACHT CLUB. OWNER AGREES THAT UPON SUCH VIOLATION, THE YACHT CLUB MAY IMMEDIATELY REMOVE THE BOAT, WITHOUT NOTICE TO THE OWNER, FROM HER BERTHING SPACE AT THE OWNER'S RISK AND EXPENSE AND TAKE POSSESSION OF THE SLIP.

SIGNATURE _____ DATE _____

RECEIPT OF APPLICATION BY _____ DATE _____

CLUB USE ONLY	
Date of Application: _____	Date Received by Office _____
Slip Assignment & Date: _____	Date Slip Relinquished: _____