

ROSE CITY YACHT CLUB
3737 N.E. Marine Drive
Portland, OR 97211

MOORAGE AGREEMENT

for Vessel (Name/Year/Make/Model)_____

TERMS AND CONDITIONS

Rose City Yacht Club ("RCYC") agrees to provide moorage when available to RCYC memberships who own a vessel ("Vessel Owner"). The term "Vessel Owner" includes both the vessel owner and any non-owner member and both are equally subject to all terms.

1. Contract Purpose. This Moorage Agreement ("Agreement") is a contract between the Vessel Owner and RCYC, the purpose of which is to clearly state, communicate and convey the legal obligations under Oregon law and the expectations and requirements with which the Vessel Owner must comply when keeping a vessel in the RCYC moorage.
2. Membership. The privilege of mooring a vessel in the RCYC moorage is limited to Active Members and Active Life Members of RCYC who are in good standing.
3. Rules and Regulations. The purpose of the RCYC Bylaws ("Bylaws") and RCYC General Rules ("Rules") is to ensure that all RCYC members can use the RCYC moorage facilities in furtherance of the Articles of Incorporation as a tax-exempt entity, and to facilitate the enjoyment of boating activities and club activities and the safe and enjoyable use of their vessels.
 - a. The Vessel Owner acknowledges reading and fully understanding this Agreement, as well as the Bylaws, Rules, RCYC Standard Operating Procedures and any other regulations, policies, terms, and conditions found in the Membership Application Packet (including the membership application, moorage request and this Agreement) they received when applying for membership in RCYC, as amended from time to time, and agrees to review them and any current requirements at least annually.
 - b. The Vessel Owner agrees to comply with the Bylaws, Rules, RCYC Standard Operating Procedures and any other rules, regulations, policies, terms, and conditions found in the Membership Application Packet and Oath of Membership, now in effect and as amended. The Bylaws and Rules are incorporated into this Agreement by this reference and are an enforceable part of it. If any part of this Agreement conflicts with the Bylaws and Rules, the Bylaws and Rules shall govern. A current copy of the Bylaws and Rules can be found on the Rose City Yacht Club website and attached are current copies as of the date of this Agreement.

4. **Hold Harmless.** This Agreement is for rental and use of slip and dock space only. The Vessel Owner agrees that the vessel is moored at the sole and complete risk of the Vessel Owner. RCYC provides limited physical security; however, RCYC shall not be liable for the care or protection of the vessel (including its gear, equipment, and contents) or for any loss or damage of whatever kind or nature to the vessel or its contents or equipment. Vessel Owner agrees to take all necessary actions and precautions to provide for the safety of themselves and their guests, family, and passengers. Vessel Owner further agrees to protect, indemnify, and hold harmless RCYC and its Board of Directors ("Board") against any and all claims for damage to the vessel or for injury or death of the Vessel Owner, the Vessel Owner's guests and family, and other vessel occupants and passengers.
5. **Contract Terms.** The Vessel Owner agrees to pay all charges assessed to the Vessel Owner in accordance with the fee schedule and terms as determined and adjusted from time to time by RCYC in accordance with the Bylaws and Rules, plus any applicable additional charges or fees. Charges are billed on a quarterly basis.
6. **Termination of Contract.** The Board may give thirty (30) days written notice and then cancel this Agreement in its sole discretion if the Board has determined that the Vessel Owner has failed to comply with the terms of the Agreement. The Vessel Owner may terminate the Agreement by giving thirty (30) day written notice (mail and/or email), and then removing the vessel from the moorage prior to expiration of the thirty (30) day notice period, or expiration of the paid-up moorage tenancy period, whichever is earlier.
7. **Sale and/or Transfer of Ownership.** The Vessel Owner shall report any proposed transfer of vessel ownership to the Moorage Chair at least ten (10) days before the proposed sale. Vessel Owner acknowledges rental of space is personal to the Vessel Owner as a member of RCYC in good standing, and is not a right that attaches to the vessel. A person purchasing Vessel Owner's boat will not thereby acquire rights to any moorage space that the vessel is occupying under this Agreement. Any vessel purchased by a non-RCYC member will be removed from the RCYC moorage within ten (10) days of the date of sale unless the member seller has previously asked for and received approval from the Board for special arrangements. If a vessel is purchased by another RCYC member in good standing, the RCYC Moorage Chair will address how the dock space is assigned based on the priorities defined in the Rules and on a case-by-case basis.
8. **Removal/Seizure of vessels.** The following sections of the Agreement address exceedingly rare events, which involve situations where a Vessel Owner 1) fails to pay fees or other charges assessed by RCYC or 2) fails to comply with the Bylaws and/or Rules concerning moorage of a vessel at RCYC. RCYC strongly encourages all members who may become unable to pay fees or charges or to take proper care of their vessels to ask for advice from the Board well before the member becomes unable to pay or the vessel's circumstances degenerate into a state of disrepair or become a safety issue.

9. Failure to Pay. The Vessel Owner agrees and stipulates in advance that after sixty (60) days have elapsed and the Vessel Owner's account remains unpaid, the Vessel Owner authorizes the Board in its sole discretion to require the Vessel Owner to remove the vessel within ten (10) days. If the vessel is not removed within ten (10) days, the Vessel Owner agrees and stipulates in advance that the Vessel Owner has abandoned the vessel and authorizes RCYC to secure and lock up the vessel and pursue foreclosure and/or other remedies.

The Vessel Owner also agrees that RCYC shall have the right to retroactively enact a storage lien for the sum of all unpaid fees for moorage, and other monthly assessments included with the moorage use, as well as any remediation actions needed to be taken to protect the interests of RCYC related to the vessel. The Vessel Owner agrees that RCYC may proceed to exercise any administrative remedies available, including the foreclosure of any liens, if applicable.

10. Gross or repeated violation of RCYC Rules. The Vessel Owner agrees and stipulates in advance that gross or repeated noncompliance with the Rules constitutes a breach of this Agreement and authorizes RCYC to take actions to protect RCYC interests. The Rules indicate in several situations that after notice of noncompliance with one or more Rules, the Board may require the Vessel Owner to remove the vessel from the RCYC moorage within ten (10) days of the date of notice.

The Vessel Owner agrees they have abandoned the vessel if the vessel is not removed within ten (10) days of the date of notice, and further agrees that the presence of the vessel in the RCYC moorage is unauthorized under this Agreement and the Rules. As such, the vessel is subject to seizure and removal actions by RCYC. The Vessel Owner further agrees that RCYC may pursue acquisition of title and removal from the moorage and/or other administrative remedies available, including the foreclosure of any liens, if applicable to have the vessel removed from the moorage.

The Vessel Owner agrees that the Board shall have the right to retroactively enact a storage lien for the sum of a storage fee plus such other storage costs to compensate RCYC for costs it suffers related to the breach of this Agreement, not limited to insurance to cover the loss of the vessel and damage to the moorage and other boats in the moorage, for as long as the boat remains within RCYC moorage facilities. Storage fees are in addition to any unpaid quarterly billings and are added to the amount due for the storage costs. The Vessel Owner further agrees to pay any fees and costs associated with the removal of the vessel by a third party or to move it to a third-party moorage or dry dock storage, and to pay any and all assessed storage fees, transport or moving costs associated with moving it to that third party storage area.

11. Use of Bond. Vessel Owner agrees that RCYC may use the Vessel Owner's Bond as one source of funds to pay the moorage fees, penalties and expenses resulting from the Vessel Owner's failure to pay assessed fees. The Vessel Owner further agrees that RCYC may use the Bond as one source of funds to

offset any actions that RCYC takes to secure, protect and/or acquire title to the Vessel Owners' abandoned vessel if not removed from the RCYC moorage as required in the Rules and/or this Agreement.

12. Notices. All notices from RCYC to the Vessel Owner will be delivered by mail to the address provided by the Vessel Owner in the current yearbook or member application, whichever is most current, and/or by email to the address furnished by the Vessel Owner in the current yearbook, or member application, whichever is most current, and will be posted on the vessel. Additionally, efforts may be made to contact the Vessel Owner by telephone at numbers in the current yearbook.

13. Attorney fees, interest on unpaid sums and costs. The Vessel Owner agrees to indemnify RCYC for all attorney fees, interest charges, as well as all costs for such items as those associated with hazard abatement and/or vessel removal/transport.

Vessel Name			
Print Name Signature	Date	Email	Check One (required): <input type="checkbox"/> Vessel owner <input type="checkbox"/> Non-Owner Member
Print Name Signature	Date	Email	Check One (required): <input type="checkbox"/> Vessel owner <input type="checkbox"/> Non-Owner Member
Print Name Signature	Date	Email	Check One (required): <input type="checkbox"/> Vessel owner <input type="checkbox"/> Non-Owner Member
Print Name Signature	Date	Email	Check One (required): <input type="checkbox"/> Vessel owner <input type="checkbox"/> Non-Owner Member
RCYC Commodore Signature	Date	Email	