



**Toms River Yacht Club
Junior Land Storage Agreement
2024**

This agreement, made the _____ day of _____ between the Toms River Yacht Club, Inc., a corporation of the State of New Jersey, having its principle office at 1464 Riviera in the Township of Toms River, County of Ocean and State of New Jersey, 08753; herein called Lessor and

_____ herein called Lessee.

WITNESSETH that the Lessor has let unto the Lessee storage for the Junior Sailor participating in a 2024 sailing program at Toms River Yacht Club per the following Terms and Conditions.

1) Term & Rent: ***Please Circle the Clinic or Program You are Choosing from the options below:***

- a. Spring Clinic Storage will be from March 1 to May 31, 2024
- b. Summer Junior Program Storage will be from June 1 to August 31, 2024
- c. Fall Clinic Storage will be from September 1 to November 30, 2024
- d. The Pricing Structure is as follows:
 - i. Spring Only: Members \$50 & Non-Members \$100
 - ii. Summer Jr Program: Members \$100 & Non-Members \$150
 - iii. Fall Only: Members \$50 & Non-Members \$100
 - iv. Summer + 1 Clinic: Members \$120 & Non-Members \$150
 - v. Spring, Summer & Fall: Members \$150 & Non-Members \$200
 - vi. Clinic multiple boats: After 1st boat, each additional boat is \$15 per Clinic
- 2) Lease Submission: This Lease Agreement becomes effective as a Lease Agreement only upon execution and delivery by the Lessee, along with the required full payment.
- 3) Policy & Waiver: The Toms River Yacht Club Land Storage Policy governs the Lessee's conduct while using the TRYC facilities. Any breach can result in cessation of this lease.
- 4) Holdover Tenancy: The Lessee has no right to any holdover tenancy. The Lessee agrees to a twenty-five-dollar (\$25) per day late fee for any property that is not removed from the premises within ten (10) days of the lease end. Beyond the ten (10) days, the property is subject to removal and/or disposal by the Lessor at the expense of the Lessee.
- 5) Use: The Lessee agrees that the storage space shall only be occupied and used for the boat owned by the Lessee and no other boat shall occupy the space without written permission from the Lessor. Dry storage restrictions include no storage for boat trailers or box trailers. No tarps as boat covers.
- 6) Alterations: The Lessee is prohibited from making alterations to the space without written permission from the Lessor.
- 7) Repair Work: The Lessee is permitted to perform minor, routine maintenance/repair work on the stored boat as permitted by the Toms River Yacht Club Land Storage Policy. Any outside contractor, worker, repair person, etc. must register with the Toms River Yacht Club's business office and provide the Club with their EIN, a Certificate of Insurance with Liability coverage and Workers Compensation coverage PRIOR to performing any work. No work is to be performed

that adversely affects other boats, vehicles, or property of the Lessor and/or its members, guests or employees.

- 8) Environmental: No Hazardous Waste (Oil, Gas, Thinners, Paints, Chemicals, etc.) may be stored. The Lessee is solely responsible for all federal, state and local laws and/or regulations regarding such items, their use and disposal. The Lessee is solely responsible and liable for clean-up costs, fees and/or fines that may result from a violation.
- 9) Rules: The Lessee agrees that he/she/they will abide by the Toms River Yacht Club's By-Laws, rules and policies concerning the use of the facilities under the Lessor's control. The Lessee also further agrees that upon breach of any such By-Law, rule or policy or any provisions herein, the Lessor has the sole option to null and void this Lease Agreement and the Lessee shall not be entitled to the return of any portion of the rental paid or due hereunder.
- 10) Liability & Insurance: The Lessee further covenants and agrees that he/she/they will save the Lessor harmless from any and all claims for property damage or personal injury suffered by the Lessee, and any invited guest of the Lessee, or by any third party who may on the Lessee's vessel, trailer or related equipment at the time such injuries or property damage are sustained. The Lessor, its members, Employees, Guests and assigned will not be responsible for loss or damage to any property of the Lessee.
- 11) Indemnification: The Lessee shall indemnify, hold harmless and defend the Lessor and its directors, officers, employees, members and their guests without limitations against all claims, demands, actions, suits, damages, losses, settlements, etc. arising from the Lessee's participation in activities at the Toms River Yacht Club facilities.

12) YOU MUST DISPLAY THE STORAGE STICKER ON THE STERN OF YOUR BOAT.

Please print to complete the following information per boat to be stored:

Sailor's Name: _____

Full Address (street, town, state, zip): _____

Clinic: _____ Coach: _____

Boat Type: _____ Boat Name: _____

Please list any cover or hull identifiers (names, stickers, etc.):

Responsible Party Information:

Name: _____ Relationship: _____

Cell Phone: _____ Home Phone: _____

Email: _____ Yacht Club Membership: _____

Payment Method:

TRYC Member Charge: _____ Check: _____ Credit Card (4% surcharge): _____

Credit Card Information:

Card Holder Name: _____ Zip Code: _____

Card Number: _____ CVV: _____ Exp. Date: _____

Authorization (Please sign): _____

OFFICE USE ONLY: Boat Sticker Color/Number: _____

Please print to complete the following information for each additional boat to be stored:

Sailor's Name: _____

Full Address (street, town, state, zip): _____

Fall Program: _____ Coach: _____

Boat Type: _____ Boat Name: _____

Please list any cover or hull identifiers (names, stickers, etc.):

Responsible Party Information:

Name: _____ Relationship: _____

Cell Phone: _____ Home Phone: _____

Email: _____ Yacht Club Membership: _____

Payment Method:

TRYC Member Charge: _____ Check: _____ Credit Card (3% surcharge): _____

Credit Card Information:

Card Holder Name: _____ Zip Code: _____

Card Number: _____ CVV: _____ Exp. Date: _____

Authorization (Please sign): _____

OFFICE USE ONLY: Boat Sticker Color/Number: _____