

Terms and Conditions:

1. Term of Lease: Each lease shall be month to month.
2. Slip rental includes water and electricity.
3. Owner/Tenant shall pay slip fee as billed and shall be in default if all sums due are not paid in accordance with the ABYC bylaws. Upon default club membership privileges will be terminated and ABYC reserves the right to exercise any and all remedies allowed by law for recovery of unpaid sums for use of the dock facilities and other services, or damage caused or contributed to by the boat or Owner/Tenant to any docks or property of ABYC.
4. Hurricanes: All vessels that can be, should be removed from the marina immediately upon issuance of hurricane warnings by the National Weather Service for an area including the marina. It is the responsibility of the Owner/Tenant, prior to evacuation time, to make arrangements for a safe anchorage for the vessel. ABYC may allow vessels to remain in the marina during a hurricane and Owner/Tenant accepts all responsibility for their vessel and any damages to the vessel or damage caused by the vessel to another vessel and/or to the marina facilities and equipment.
5. Owner/Tenant shall notify ABYC in writing of intent to vacate the boat slip. Such notice shall be given at least 30 days prior to departure date. Failure to notify ABYC will result in charges to Owner/Tenant for the following 30 days.
6. Security: It is the full responsibility of the Owner/Tenant to make arrangements for the safety and security of their boat. Any boat deemed unsafe by ABYC may be secured by ABYC for the protection of marina property or for the protection of persons or property of other tenants and guests. The Owner/Tenant shall bear the expenses of such protective action and hold harmless and indemnify ABYC from any loss as a result of the protective measures taken by ABYC.
7. Owner/Tenant agrees to comply with the dockside procedures as listed in this agreement. Breach or violation of these procedures shall be cause for immediate termination of the agreement. In such case ABYC may remove the boat at Owner/Tenant risk and expense.
8. This agreement is for the use of slip space only and such space is to be used at the sole risk of the Owner/Tenant. ABYC shall not be liable for the care or protection of the boat (including gear, equipment, and contents) or for any loss or damage of any kind or nature to the boat, her contents, gear or equipment. Owner/Tenant agrees to indemnify and hold ABYC harmless against any loss, cost, suit or claim arising out of use of slip space or any handling of the boat in connection therewith. The Owner/Tenant shall indemnify and hold harmless ABYC from all liability for personal injury, loss of life and property damage to the Owner/Tenant, his family, employees, guests and agents arising out of the use of the above boat, contents or equipment. The Owner/Tenant shall carry such insurance against the boat and boating hazards and losses, as he deems necessary and advisable.
9. The Hurricane Plan (incorporated by reference) as approved by the Board will be adhered to by the Owner/Tenant.

Safety:

1. The rules of the road and navigation laws of the United States apply to all vessels in the canals at Shell Point and approaching the marina.
2. The docks and slips are to be kept clear and free of debris to allow passage of other Owner/Tenants in adjacent slips. Storage of loose gear is not permitted. Hoses and electric lines should not cross piers and should be left in appropriate coils or secured when left on the pier.
3. For the Owner/Tenant protection ABYC Rear Commodore shall be notified prior to departure when on extended absences or cruises. Please consult the current MARK for name and phone information.
4. Use of charcoal burners and open flame cookers on the docks is prohibited.
5. Each Owner/Tenant is expected to provide proper lines for securing boat to dock or slip.
6. Owner/Tenant shall refrain from modifying docks or defacing any ABYC structures. Use of ABYC facilities including the pool shall be within the posted and written rules for usage.
7. Boats shall be operated in the canal at a safe speed and at a speed that will not cause the boat to leave a wake that could damage other boats or floating docks in the canals.
8. Vehicles of all types are not to be parked under the ABYC club house structure.

Initials: _____

Comfort:

1. Owner/Tenant should use discretion in the operation of power equipment so as not to create exceptional noise or propeller currents after dark or before 7 A.M. Other noise should be kept to a minimum at all times.
2. Refuse and garbage shall not be thrown overboard, but is to be placed in bags and placed in the containers provided on shore. There are separate containers for garbage and recycling items- please use the appropriate container. If refuse items are too large please arrange for proper disposal at your own expense. Oil, spirits, flammable and oily bilges may not be discharged into the canal waters. Plastic bags foul propellers and clog water intakes—PLEASE DO NOT THROW PLASTIC BAGS OVERBOARD.
3. Drying of laundry is not permitted on docks, piers, or rigging.
4. Pets will be leashed within the confines of ABYC and are not to be left unattended. Pets are not permitted in the clubhouse or under the clubhouse or in the pool area. All pet soil must be immediately cleaned up by the pet owner. Pets are permitted only if they do not disturb others; continuous barking is to be considered disturbing of others.
5. Clubhouse facilities may be utilized within existing policies, all users of the facility must pick up and clean up after use and secure the facility.

Standard Practices:

1. Boat slips rented under the terms of this agreement shall not be sublet or reassigned by Owner/Tenant.
2. The extent of boat repairs and maintenance at dockside is at the discretion of ABYC. Generally, major repairs are not permitted. While bonafide Owner/Tenant work is permitted, outside contractors, owner’s employees, etc., are not allowed on premises except by specific permission of ABYC Rear Commodore.
3. Business or professional services may not be offered from or conducted aboard boats in the marina. Advertising signs are also prohibited and ABYC does not allow solicitation of business or sale of merchandise. Boat Owner/Tenant may display a “For Sale” sign in connection with their boat.
4. As a standard practice, full time living aboard boats docked at ABYC is not allowed. Weekend use is permitted for overnight and limited other overnight stays, if greater than 10 nights per month are used an additional fee may be assessed. Please when staying aboard utilize the restroom facilities in the clubhouse rather than your boat.
5. The ABYC prohibits any vessel entering the facility or any person aboard any vessel entering the facility or being docked within the facility from having any drugs of any nature except prescription drugs for medical purposes as prescribed by a medical provider. Any vessel violating the drug provision shall be immediately discharged and removed from ABYC marina.
6. Any washing of vessels in the marina shall be done only with biodegradable soap.

Marine Heads:

No discharges from marine heads either at the marina or in the canals in the vicinity of Shell Point are permitted. Do not empty marine heads into ABYC toilet facilities. Heads are not to be used within the marina unless equipped with an approved sanitary system that can be contained for later pumping and/or discharge in permitted areas.

General Agreement:

Owner/Tenant shall be subject to and shall abide by all rules established and violations of procedures, disorder, or inconsiderate conduct by Owner/Tenant or guests is cause for cancellation of this agreement.

This agreement is effective commencing the date of acceptance by Owner/Tenant and shall continue until terminated upon one of the following conditions:

1. By breach or forfeiture of any of the covenants or provisions of this agreement as provided elsewhere in the agreement.
2. By 30 days written notice of termination by ABYC or Owner/Tenant.

Slip rent is due as billed and considered in arrears in accordance with ABYC Bylaws.

Agreed:

Owner/Tenant Signature: _____ Date: _____

ABYC Representative: _____ Date: _____