



## MYLOR YACHT CLUB

# MOORINGS LEASE AGREEMENT

**Revised 1st November 2016**

1. The moorings (“the Moorings”) are the property of Mylor Yacht Club (“MYC”).
2. A Moorings Officer (“MO”), will be appointed by the House Committee of MYC (“The House Committee”) to manage and allocate the Moorings.
3. The Moorings will be laid, lifted and maintained by MYC, its servants or agents to the standard approved by the House Committee of MYC.
4. The Moorings shall be hired for the leisure use (racing and cruising but excluding Chartering) of an owner (“Owner”) of a vessel (“Vessel”) who must be a fully paid up member of MYC. For the avoidance of doubt an Owner shall include a part owner but shall exclude ownership by a company or business unless wholly or principally owned by a member of MYC
5. The Owner must keep the MO informed of his contact details, vessel details, and insurance details. This can be done either by updating them online, or if unable to do so, by completing a paper Mooring Application Form and returning this to the MO. This must be done annually, whenever any details change and before a mooring can be allocated.
6. Whilst every effort will be made to allocate a Mooring of a depth appropriate to the draught of the Vessel, no warranty is given that the Vessel will remain afloat at exceptionally low tides. The MO will, on request, provide the best available and most current data on mooring minimum depths, but all depths are subject to natural change. Subject to this proviso the specification of the Mooring will be suitable for the Vessel

named in the Mooring Application Form. The Vessel indicated on the Mooring Application Form must not be changed without the written approval of the MO.

7. The price (“the Price “) shall be determined by the MO according to a basis approved by the House Committee and must be paid by 31st January in each year.

8. This Mooring Lease Agreement (“MLA”) shall first commence and then re-commence on the 1st April in each year and terminate on 30th September in each year (subject to clauses 5, 17 and 18)

9. MYC reserve the right to move a Vessel to another suitable Mooring, should this, in the opinion of the MO, be necessary.

10. MYC shall not be liable, whether in contract, tort or otherwise for any loss, theft, cost, expense or any damage of whatever nature caused to or by any Vessel or other property of the Owner unless such loss, theft, cost, expense or damage is caused by the negligence of MYC its servants or agents save that MYC may contract out the repair maintenance and installation of the moorings to a suitable mooring maintenance company or firm who shall maintain such insurance as MYC may require to cover indemnity and third party liability to a minimum of £2,000,000 and MYC shall supply the hirer with a copy of any such contract on request whereupon the exemption from liability set out in this clause shall apply to any loss caused by the negligence or actions of such contractor howsoever caused.

11. MYC shall maintain an insurance policy to indemnify the Owner against loss arising out of the actions or failure of MYC or any servant or agent of MYC in the sum of £2,000,000 and the said sum shall be the limit of any liability of MYC to the Owner. The MO shall produce a copy of the said insurance policy to the Owner on request

12. The Owner shall indemnify MYC against all loss, damage, costs, claims or proceedings incurred by or instituted against MYC, or its servants, which may be caused by the Owner, the Vessel or its crew, guests or any contractors employed by the Owner

unless such loss, theft, cost, expense or damage is caused by the negligence of MYC its servants or agents..

13. The Owner shall maintain the following insurance policies throughout the Term:-

- a) Third Party Liability Insurance for not less than £2,000,000.
- b) Adequate salvage insurance to enable the Vessel to be recovered in the event of an accident.

14. Any insurance policy required to be taken out by either party hereto shall be effected and maintained with a first class insurance company or office, and, on request, the party responsible for taking out such insurance shall promptly produce to the other the policy(ies) or a Certificate of Insurance and evidence that the current premium(s) have been paid.

15. The MLA is personal to each Owner and the Vessel as agreed with the MO and is not transferable or assignable or permitted to be used by any other vessel without the written permission of the MO.

16. Save for an annual sublet, if the Owner notifies the MO that the Mooring will be vacant for a continuous period of 14 days or more and the MO is able to let the Mooring out, MYC shall pay the Owner not less than one third of the income so recovered.

17. The MLA may be terminated by MYC on giving the Owner 7 (seven) days notice in writing

- a) in the event that in the opinion of the MO the Vessel being kept on the Mooring is in such a condition that it may be a danger to other mooring holders and the Owner having been given written notice by the MO has not promptly rectified the same to the reasonable satisfaction of the MO
- b) in the event that the Owner is in breach of or has continually breached any of

the terms of MLA.

c) if any owner wishes to sub-let a mooring for more than two seasons.

18. The owner may terminate the agreement at any time by informing the MO

19. In the event of termination of the MLA any refund of the Price shall be at the discretion of MO and will depend on the ability of the MO to relet the Mooring..

20. No Vessel entering or leaving or manoeuvring in the moorings shall be navigated at such a speed as to endanger or inconvenience other vessels and Vessels are at all times subject to the speed restrictions and bye-laws of Harbour, Navigation or other Authorities

21. The Owner undertakes and will procure that

a) the Vessel shall be maintained so that in the opinion of the MO its condition is not such as that it might cause damage to the property of or injury to any other mooring holders

b) any other users or occupiers of the Vessel shall not by any act or omission use any equipment or prevent the quiet enjoyment of other users of the moorings or persons residing in the vicinity of the Mooring which shall include, but not be limited to halyards being secured so as not to cause nuisance or annoyance.

c) no refuse will be thrown overboard from the Vessel.

d) no changes, additions or alterations will be made to the Mooring (including adding or changing their own mooring strops) without the written approval of the MO

22. MYC is authorised by this agreement that in the event that the MO (or any other officer or agent of MYC as he/she may authorise to act in his/her absence) is of the opinion that the Vessel is in danger or is causing or likely to cause a danger to third parties or the property of others he/she may, but be under no obligation to, at the expense

of the owner instruct Mylor Yacht Harbour Ltd or any other suitable person or organisation to take such action and incur such expense as he/she shall deem necessary and the Owner shall indemnify MYC in respect of any cost incurred by it. Save that the MO shall if time and circumstances permit use his/her reasonable endeavours to contact the Owner before incurring any such cost. Nothing in this clause or agreement shall make MYC responsible for checking or maintaining or in any other way being responsible for the Vessel which shall at all times be the sole responsibility of the Owner.

23. Laying of Moorings will commence as soon as is practicable after 1st April each year. Owners may indicate the date on which they wish to occupy the mooring allocated to them in the space indicated on the Mooring Application Form. The MO will use all reasonable endeavours to ensure that the Mooring is available on the requested date but MYC shall have no liability in the event that this is not achieved.

24. Lifting of Moorings will commence as soon as is practicable from 1st October each year, all Owners must ensure their Vessels no longer occupy the Mooring after 30th September.

25. Signature of this Agreement will be deemed acceptance of the terms and conditions above.

Signed for Mylor Yacht Club .....

Date .....

Signed by the Owner .....

Date .....

Printed Name .....