

MENDOTA YACHT CLUB BURROWS PARK OPTIMIST BOAT STORAGE



Boat Owner's Name (s):			
Boat Owner's Address:			
City:	State:	Zip:	
Boat Owner's Phone (home):		Boat Owner's Phone (office):	
Boat Owner's e-mail:		Class: Opti	
Number of boats:	Boat name(s) (if applicable):	Color (of each boat):	Number of Transport Dollies:

I, _____, the owner of the above boat(s), hereby apply for storage space and the use of the facilities (dolly and rack) provided at Burrows Park, Madison, Wisconsin on Lake Mendota by the Mendota Yacht Club, for the 2012 boating season which begins the second Saturday in May and ends the first Sunday in October. As the adult parent/legal guardian of one or more minor children who will sail the above boat(s), I take full responsibility for the supervision and safety of my children while they are using the Burrows Park Storage Facility. I understand that, for their safety and protection, minor children are not permitted to operate the winches, movable carts, or rail system at any time.

A fee in the amount of \$20 plus a Refundable Maintenance Deposit in the amount of \$20, totaling \$40 is due for each boat on or before April 30th. Spaces will be assigned. Late payment will not guarantee any space. The MYC Board of Directors sets storage fees annually. A complete schedule of those fees is available from the Club Treasurer. If boat owner chooses to store boat beginning at a later date than the ordinary season opening, storage fee and maintenance deposit will be discounted as follows:

Storage Begin Date	Discount Rate
May 10 – July 31	0%
August 1 – September 30	50%

The Refundable Maintenance Deposit will be refunded annually to Boat Owners for work done by either the owner, co-owner, crew, or owner's surrogate, for a minimum of 1 hour worked and a maximum of 1 hour worked per boat, at the rate of \$20.00 per hour in units of 15 minutes rounded to the nearest 15-minute unit (e.g., for a work total of 45 minutes, no refund will be made; for a work total of 55 minutes, a refund will be made for 1 hour of work.) It is the Boat Owner's responsibility to notify the Storage Facility Administrator (SFA) of all hours worked.

Owner agrees that storage fees must be received by the Mendota Yacht Club and a space assigned before a boat can be stored at Club facilities. If boat owner has paid fees and subsequently removes boat from Burrows Park and requests a refund, a portion of the storage fees and any maintenance deposit remaining after work-credit deductions will be returned according to the following schedule:

Boat Removal and Refund Request Date	Refund Rate
May 10 – 31	100%
June 1 - 30	75%
thereafter	0%

In the event of a refund of fees, all boat owner rights specified in this contract are null and void for the duration of the MYC boating season.

Per W.S.A. 704.90, the Mendota Yacht Club has a lien on personal property stored in a leased space at Burrows Park and the Mendota Yacht Club *may* satisfy the lien by selling the personal property, as provided in W.S.A. 704.90, if the lessee defaults or fails to pay rent for the storage of personal property abandoned after the termination of the rental agreement. However, it is not the intention of Mendota Yacht Club to sell owner's personal property except in extreme cases of neglect by owner. Rather, Mendota Yacht Club would take the other measures noted below.

MENDOTA YACHT CLUB BURROWS PARK OPTIMIST BOAT STORAGE CONTRACT

Owner agrees that if a boat is stored at the Burrows Park Facility and storage fees are not paid, the Storage Facility Administrator may, at his or her discretion, and upon due notice per W.S.A. 704.90 secure boat to rail system or remove boat from rail system and store boat elsewhere at owner's expense.

Owner agrees to keep the storage area neat and clean. Owner agrees to use only properly-fitted boat covers in good repair to cover boat. Tarps are not allowed. Owner understands that no boat work, including Rigging or Derigging, may be done until 12 Noon on the scheduled work party days at the beginning and end of the season. Owner agrees not to store trailers at Burrows Park overnight for any length of time except during special events (e.g. regattas) with prior notification and approval of the Mendota Yacht Club Board of Directors. Owner agrees not to store any boat or equipment, other than that specified herein, at Burrows Park for any length of time without prior notification and approval of the Mendota Yacht Club Board of Directors. Optii equipment is permitted for storage in the immediate vicinity of boat(s) contracted herein; however, spars shall only be stored in the black tube drain tiles. Opti transport dollies (1 per contracted opti boat) shall be stored on, or adjacent to, the northwest small boat rack only.

Owner agrees that no other services are provided by MYC other than those specified above and that it is Owner's responsibility to operate the equipment carefully. Owner hereby waives any claim against the MENDOTA YACHT CLUB (MYC), its Officers, employees or members for damages to owner or owner's boat during the period of its storage at Burrows Park and for any injury to owner or to owner's children while using the Burrows Park storage facility. Owner agrees to reimburse the MYC for any damage to MYC equipment or other people's property and persons caused by owner's negligence. Owner is hereby notified that the MENDOTA YACHT CLUB provides no liability or property insurance coverage to any boats or equipment stored at the Burrows Park Facility.

Owner agrees that if his or her boat is sold without replacement, owner will notify the Storage Facility Administrator at once. Owner agrees not to loan or sub-let storage space, even for a short time, without permission from the Storage Facility Administrator. Owner understands that the storage space cannot be sold with the boat and that new boat owners must be placed on the waiting list.

Owner agrees that, in accordance with the closing hour set by the Madison City Parks Commission, owner will not make any noise after 10 PM, except in an emergency.

Owner agrees to remove boat by the 3rd of October from the storage rack and park. The Mendota Yacht Club may, upon due notice per W.S.A. 704.90, remove any boat or trailer left in the park after October 3rd and charge the owner with removal fees and \$50.00 per week storage.

Owner agrees to abide by foregoing agreements or contract may be cancelled by the MYC. If owner's contract is cancelled, owner agrees to remove boat within 10 days of such notification and failure to comply with this time limit may result in removal by the MYC. The Mendota Yacht Club may, upon due notice per W.S.A. 704.90, remove any such boat or trailer left in the park and charge the owner with removal fees and \$50.00 per week storage.

Signed:

Owner

Date

Sign and return with a check payable to Mendota Yacht Club (or via PayPal) to:

MYC Storage Facility Administrator
Mendota Yacht Club
P O Box 2062
Madison, WI 53701

A copy of the signed contract with your assigned space number will be returned to you.

The application is accepted and acknowledged by receipt of \$_____ for the season's storage fee and the Refundable Maintenance Deposit.

Your assigned space is:	
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MYC Storage Facility Administrator

For Office Use:

Check #:		Amount:		Date Paid:	
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