

MENDOTA YACHT CLUB BURROWS PARK SCOW 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:		Wisconsin Boat Registration Number:	
Class:	Sail Number:	Boat name:	Color:

I, _____, the owner of the above boat, hereby apply for storage space and the use of the facilities (winch, rail system, dolly, rack and pier) 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.

A fee in the amount of \$300 plus a Refundable Maintenance Deposit in the amount of \$200, totaling \$500 is due 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
June 1 - 30	0%
July 1 – 31	33%
August 1 – 31	50%
September 1 – 30	75%

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 2 hours worked and a maximum of 10 hours worked, 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 1 hour and 45 minutes, no refund will be made; for a work total of 1 hour and 55 minutes, a refund will be made for 2 hours 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. Members of the Mendota Yacht Club who store boats at the Burrows Park facility will not be scored in any races held by the Club until fees are paid in full. Races will not be scored retroactively if sailed before fees are paid. 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 1 – 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 SCOW 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 or 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.

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. 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 use the power winch or 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 pay 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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