

Harilla Landing Yacht Club (HLYC) Lease

(leases without all information completed will not be approved)

OWNER INFORMATION

Name		Unit N ^o	Email		
Start Date	End Date	Amount		Cell Phone	
Unit Maximums	Length (LOA*)	Width	Height	Weight	

Note – Summer leases may not begin before May 15 or end later than October 15

LESSEE INFORMATION

Name		Cell Phone			
Street		Email			
City					
State		Summer Address (optional)			
Zip Code					

BOAT INFORMATION

Year/Make		Model	Bow Numbers (optional)		
Length (LOA*)	Width	Height	Weight		
Insurance Co.			Insurance Policy N ^o		

*LOA - Length Overall - tip of the bow in a straight line to the stern including any rear deck platform.

HLYC does not permit the leasing of valeted rack units (A-E units) to pontoons, tritoons or inboards (e.g., wake boats).

REQUIRED - Lessee is required to provide a copy of his/her boat insurance policy declaration page. The policy **MUST** list HLYC as an "additional interested party."

HLYC provides no insurance coverage for lessee's boat. Lessee hereby warrants and represents to HLYC that he/she now has and shall throughout the term of this lease keep in full force and effect insurance on his/her boat and all equipment thereon, insuring the boat for loss from fire, theft, upset and other perils including fuel and spill liability coverage now or hereafter customarily included in all-risk marine insurance policies.

Lessee agrees to release, indemnify, and hold HLYC harmless of and from any and all claims for damage, loss, expense, and cost, of any nature, arising by reason of use of the rented unit, club services, adjacent docks, pilings, piers, and all other property of HLYC. This agreement shall be construed under the laws of the State of New Hampshire. If any provision of this agreement, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Lessee shall not perform work on boats, including but not limited to: spray painting, welding or work on ladders on HLYC property.

By signing this lease agreement, the unit owner acknowledges that he/she is **NOT** allowed to use club services (valet service, vehicle parking, trash, dock use, boat(s) on club property, etc.) for the term of the lease. Unit owners do retain voting rights per club by-laws.

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Please be advised:

1. BOAT STORAGE:

- HLYC makes no claim as to the suitability of the storage bays. Boats are stored on several levels in the building. Lessee is hereby notified that dripping water, oil, grease, etc., does occur. Dripping may cause soiling or discoloration to other boats and their accessories while in storage. Neither HLYC nor the Management Company shall be responsible for such problems or conditions.

2. IN/OUT VALET SERVICE:

- Users of the in/out valet service must ensure that nothing is under, over or attached to a boat which might be damaged by the forklift. Neither HLYC or the Management Company is responsible for damage to: speedometer sensors, transducers, trim tabs, swim platforms, boarding ladders, etc., which can be damaged by the forklift. Neither HLYC or the Management Company is responsible for damage of any form that results from the boat being valeted when it exceeds the unit maximums as specified under Owner Information (e.g., the Bimini being left in a position that exceeds the boat height). If you have any question about items on your boat that may be vulnerable, please ask the Management Company.
- By its nature, an in/out valet service wherein a forklift is moving boats may result in cosmetic damage to fiberglass or gel coat surfaces. Neither HLYC nor the Management Company shall be responsible for such problems or conditions.

3. DOCKS:

- The docks, by nature may be slippery when wet, and may move when exposed to boat and wave action. Use of proper foot wear and maintaining awareness of such conditions is necessary at all times.

The undersigned lessee hereby represents that he/she is the owner of the boat to be kept at HLYC, has read, understands and accepts all conditions included in this agreement. Lessee further agrees to comply with and to be governed by the HLYC By-Laws, and Rules & Regulations available on the HLYC web site: harilla.org

Email (preferred) this signed lease and a copy of lessee's insurance listing HLYC as "additional interested party" to harillalanding@gmail.com, or U.S. mail to: HLYC, PO Box 1115, Center Harbor, NH 03226-1115

Unit N°	Unit Owner's Signature	Date
Note: Before a lease is given final approval, on the boat's arrival the Management Company will measure the boat to verify it does not exceed any of the unit's maximum dimensions (LOA, width, height, weight)	Lessee's Signature	Date
	HLYC Board Representative	Date

HLYC Declaration of Condominium, Article XIII, section 8-101: Notice to Association. The unit owner intending to make a sale or a lease of his condominium unit or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or Lessee, such other information as the Association or Director may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner to the Association and any purchaser or lessee produced by the Association, as hereinafter provided, that the unit owner believes the proposal to be bona fide in all respects.