

# Rockland Yacht Club established 1927 in Rockland, Maine



## Mooring Rental Agreement

This mooring rental agreement (“Agreement”) is made as of the last date set forth below, by and between ROCKLAND YACHT CLUB (“RYC”) and the undersigned vessel owner (“Owner”). RYC hereby grants Owner a limited license and permission to moor the vessel described below, commencing as of the Effective Date set forth below, and Owner hereby agrees to accept the Mooring, defined herein, for the term specified, subject in all respects to RYC’s Mooring Policies & procedures and subject to all the terms and provisions set forth below.

### Please Print

Owner’s Name(s) \_\_\_\_\_  
Residence Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Email) \_\_\_\_\_  
Business Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Legal Owner of Vessel (bank, lienholder or other name appearing on title) \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_ Emergency Phone # \_\_\_\_\_  
Name of Vessel \_\_\_\_\_  
State Registration # \_\_\_\_\_ or US Documented Vessel # \_\_\_\_\_  
Description of Vessel \_\_\_Sail \_\_\_Power  
Make \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_  
Displacement \_\_\_\_\_

*I have read the Rates and Regulations of the Agreement and agree to comply fully with them.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By \_\_\_\_\_

*(Owners signature)*

### Rates and Regulations for Mooring Rental Agreement

**Rates:** The rental charges for mooring usage shall be established by the Board of Directors of RYC, Charges shall be reviewed periodically by the Board and may be modified upon **30** days written notice to the Owner. Rental charges and fees shall start to accrue on the date the Mooring is available for occupancy.

**Checks Payable To: Rockland Yacht Club PO Box 99, Rockland, ME 04841**

**Rates for the 2025 season are as follows:**

**Boats over 40 foot Seasonal ( June 11, 2025 through October 1, 2025)     \$1,900 USD**

**Boats under 40 foot Seasonal ( June 11, 2025 through October 1, 2025)     \$1,700 USD**

**PAYMENTS: Seasonal - Must include full payment with application and insurance paperwork. First completed application received will secure reservation.**

## **Terms and Regulations:**

1. **Conditions of Use:** Owner shall perform and abide by each and every condition of use contained in this Agreement and in any and all policy letters that may be issued by RYC from time to time. One ocean boat and its tender may occupy the assigned mooring. Owner shall comply with all laws, ordinances and regulations of Federal, State and local entities, including but not limited to municipal codes, environmental laws and regulations, and all regulations of the US Coast Guard. All vessels must have current registration or US Coast Guard documentation on file with RYC.
2. **No Commercial Use:** Vessels shall be used for pleasure only, and not for any commercial undertaking. Prohibited commercial use includes any vessels for which the State of Maine or Department of Fish and Game has issued a current commercial fishing license, or any vessels equipped or operated to carry passengers for hire (as defined by the U.S. Coast Guard).
3. **Active Use:** Moorings are meant for active use and not storage. If Owner does not actively use his or her vessel as defined in the RYC policy letters, RYC may terminate this Agreement and reassign the Mooring.
4. **Securing Vessel:** At all times during which the vessel is berthed at the Mooring, Owner shall cause it to be safely and properly secured to its berth in a manner acceptable to RYC using tackle and gear to the specifications set by the Rockland Harbor Harbormaster.
5. **Grant of Authority:** RYC reserves the right to move or require Owner to move the vessel from the assigned Mooring to an alternative Mooring, either temporarily or permanently, at any time for construction, emergency, safety or other operational reasons. Rockland Yacht Club may inspect the Mooring and board and inspect any moored vessel at any time, for health and safety checks, to ensure compliance with this Agreement or to protect property and public peace. The City of Rockland may inspect the Mooring at any time.
6. **No Assignment:** This Agreement grants to Owner a limited personal right, without any possessory interest, to berth the vessel. Accordingly, Owner shall have no right or power to assign this Agreement or sublet the Mooring or any part thereof to any other person or party whatsoever. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Agreement. Sale or other transfer of vessel does not transfer assignment of Mooring to new owner. In the event that Owner transfers the vessel, or Owner's interest therein, to another person, Owner agrees to vacate the Mooring, but with written notice to RYC has 30 days to occupy the Mooring with another qualified vessel purchased by the Owner.
7. **Insurance:** Owner agrees to obtain and maintain during the term of this Agreement a policy of Marine Insurance, including Protection and Indemnity Liability, with limits of at least \$250,000 for each claim and \$500,000 for each event. The insurance shall be in a form and substance satisfactory to RYC and shall be placed with responsible underwriters, which have an assigned policyholder's rating of A or higher and which are currently authorized by the Insurance Commissioner to transact business in the State of Maine. Owner shall provide RYC a current copy of the vessel's certificate of insurance. All insurance policies shall name Rockland Yacht Club as additional insured.
8. **Default:** The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Owner:
  - i. Failure of Owner to pay any amount when it becomes due, including, but not limited to, rental charges, late fees, lien sale fees, administrative fees, and vessel maintenance assistance fees;
  - ii. Failure by Owner to perform any of the covenants, conditions and terms of this Agreement required to be observed or performed by Owner (other than payment of monies due) where such failure continues for a period of 7 days after written notice by RYC.
9. **Remedies for Default:**
  1. By execution of this Agreement, Owner acknowledges that pursuant to Harbors and Navigation Code Sections 491 and 500 et seq. and/or the Federal Maritime Lien Act (46 U.S.C. Sections 31301 et seq.) and by the terms of this Agreement, RYC shall have a lien on the vessel for money which may become due under this Agreement. Pursuant to said statutory liens and the terms of this Agreement, RYC shall have the right to take possession and control of the vessel, secure the vessel to the Mooring, remove the vessel from the Mooring,

and/or store the vessel at a location of RYC's choosing. So long as RYC continues to hold the vessel, Owner shall be deemed to be responsible for all continuing charges and expenses related thereto.

2. If Owner fails to pay rental charges, costs of repair or restoration, or other charges to be borne by Owner, or in the event of a material breach of this Agreement, RYC may, at its option, regard this Agreement as continuing in force and recover from Owner damages caused by Owner's breach, including, without limitation, the right to recover the rental charges due under this Agreement as the same shall accrue, and/or terminate Owner's right to use the Mooring.

3. If Owner fails to perform any of the terms and conditions of this Agreement, RYC may, at its option, without waiving any other remedies it may have, immediately terminate this Agreement upon written notice to Owner. In the event of Owner's default or termination of this Agreement without removal of vessel, RYC may suspend the right of Owner to obtain access to the clubhouse, the boat yard, dock, the Mooring and the vessel without the necessity of initiating legal proceedings.

4. Owner shall reimburse RYC, upon demand, for any costs or expenses (including reasonable attorneys' fees and costs) incurred by RYC in connection with any breach or default of Owner under this Agreement, whether or not suit is commenced or judgment entered.

5. Termination: In addition to the other rights of termination set forth in this Agreement, the parties agree that this Agreement may be terminated at any time by either party upon 30 days written notice. Owner shall be obligated to pay all rent due for the final 30 days unless and until RYC provides notification to Owner that the Mooring has been rented to another party. RYC shall prorate any rent owed by Owner in the event that the Mooring has been rented prior to expiration of the 30-day period. Upon termination of this Agreement, Owner shall remove the vessel from the Mooring and remove any dinghy from the north dock.