



MOORING AGREEMENT

This agreement made by and between the St. Thomas Yacht Club, (herein "STYC") and _____ (herein "Member" whether one owner or more).

In consideration of certain fees to be paid by the Member to STYC, the amount and manner of payment of said fees to be determined by STYC from time to time, there is hereby assigned, for the use of the Member, STYC mooring # _____. Subject to the STYC by-laws and Dock and Mooring Rules, as amended from time to time, which by-laws and rules are incorporated herein by reference; and subject to the general powers of STYC over the use and maintenance of STYC property. The Member is also responsible for fulfilling all DPNR regulations.

The Agreement shall be construed merely as a license agreement and shall not be transferred, conveyed or assigned to any other person, vessel, or entity without the written consent of STYC, which shall be within the sole discretion of STYC. The Mooring is assigned to a single vessel and owner and may not be changed without STYC approval.

The Member agrees to hold STYC harmless from and against any liabilities, claims, losses or expenses, whatsoever, arising out of or in connection with the use of said mooring or in connection with any facility or property which is owned by or within the control of STYC.

It is further understood and agreed that although STYC will periodically inspect and repair all parts of the mooring below the pennant, STYC shall not be liable for any loss, damage or expense resulting from the failure of any part of the mooring system. Members may not alter the mooring without written approval from the Fleet Captain or Club Manager. Member shall be solely responsible for all lines from the pennant to the vessel.

Each Member will be required to have \$500.00 deposited with the STYC in a non-interest bearing account. This mooring deposit will be held by STYC until the Member relinquishes his mooring. At that point the deposit will be returned to the Member when and if a satisfactory inspection has been completed.

The \$500.00 deposit will become the possession of STYC if the Member leaves his vessel on the mooring when the STYC, in the exercise of its sound discretion, orders the evacuation of the mooring field. This loss of deposit is based on the fact that any vessel so left poses an unreasonable risk to the STYC, its moorings and other properties in the event that a tropical storm or hurricane should pass over or near Cowpet Bay. In the event that the STYC requires you to remove your vessel from Cowpet Bay, a red flag will be flown from the yardarm of the yacht club mast and the STYC will send notice by email when such evacuations are to occur. A forfeited security deposit is not a substitute for any damages actually incurred in the event of losses resulting from a vessel being left on the mooring in the above circumstances. If a deposit is forfeited to STYC the Member must then replace the security deposit within 30 days, which will be covered by the same requirements as the first \$500.00.

When the Member is away from St. Thomas, or otherwise unable to tend to their vessel, then the Member hereby designates, authorizes and appoints the following person to take any action necessary to protect the Member's vessel and/or STYC property from damage by the Member's vessel:

_____(initials) I, the undersign, acknowledge that I have read and understand the STYC by-laws and Dock and Mooring Rules and further agree to abide by them as required.

Owner Name _____ Phone _____ Email _____

Emergency On Island Contact: _____

Signature

Date

Mooring No.

Boat Make

Length

Boat Name