



Dry Storage Member Agreement

Effective Date: _____

DS Member Name: _____

DS Member Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Work Phone: _____

Email: _____

Alternate Contact (Name & Phone): _____

Boat Description

Boat Name: _____ Boat Type: _____ Sail #: _____

Hull Color&#: _____ CF#: _____

VIN: _____ Trailer License #: _____

Other identifying description/related equipment: _____

1. Fees.

- a. DS Member shall pay a non-refundable annual member fee of \$15/year. This fee shall be due at the time of execution of this DS (Dry Storage) Member Agreement, and every January 1st thereafter.
- b. DS Member shall pay a fee of \$_____/month for storage of DS Member's boat as described in the above Boat Description (the "Boat"). Such monthly fee shall be due in advance, with the first fee being due upon DS Member being assigned a storage location. All subsequent fees shall be due in advance on the first of each month the Boat is stored at the ACSC Facility. There is no prorated monthly fee.
- c. A late fee of 10%/month will be added to any fees not paid by the 10th of the month.
- d. ACSC has the right to adjust the fees from time to time, with 30 days prior written notice.

2. Boat Storage & Access.

- a. DS Member agrees to store only the Boat and any associated dolly or trailer (as described above in the Boat Description) and only in the designated location, which ACSC may change from time to time. DS Member shall not store any additional property without the express written consent of the ACSC Facility Director.
- b. DS Member shall provide ACSC with the ability to open any lock to the Boat and related equipment, in case ACSC has a need to move the Boat and cannot contact DS Member.
- c. ACSC will provide DS Member with the combination of the lock to the Facility. The combination of this lock may be changed from time to time at the discretion of ACSC.

3. **Prohibited Items.** At no time and in no event will DS Member store any engines, fuel or any other hazardous material on ACSC property, whether on the Boat or otherwise.
4. **Termination.**
 - a. Either ACSC or DS Member may terminate this agreement with 30 days prior written notice.
 - b. In the event of termination, DS Member shall be responsible for removing the Boat and all DS Member property promptly (within 7 days of termination) from the Facility.
5. **Impounding, Abandonment of Boat.**

DS Member agrees that if (a) any fees are unpaid for 60 days or more or (b) DS Member fails to remove DS Member's property within 7 days after termination of the DS Member Agreement, then ACSC or its designee may, pursuant to California Business & Professions Code Section 21702.5, impound the Boat and related property, attach a lien to such property, and sell the property to pay rent, fees and costs of impound and sale. Notice of the lien will be emailed and mailed to the DS Member's address on file, but not to any co-owners.
6. **Liability, Licenses & Insurance.**
 - a. DS Member assumes all liability for bodily injury and property damage caused by the Boat. DS Member releases, holds harmless and indemnifies ACSC and its officers, members, employees and agents for any claims arising out of DS Member's use of the Facility. ACSC is not responsible for damage due to wind, weather, other acts of God, or improperly secured boats and equipment.
 - b. DS Member shall ensure that the Boat, trailer license and registrations are current at all times, as appropriate. DS Member shall maintain adequate insurance on the Boat at all times sufficient to cover any liability or property damage caused by the Boat, and shall add ACSC as an additional insured. DS Member shall not cancel or significantly alter such insurance without promptly notifying ACSC.
 - c. DS Member must provide copies of all registration and insurance documentation to ACSC prior to moving Boat to the Facility.
7. **Keeping Information Current.** DS Member shall promptly notify ACSC if there are any changes to DS Member's contact information, or the Boat, including any changes in ownership. Unless otherwise specified, all written notices will be sent to the DS Member's email address on file.
8. **Rules.** DS Member agrees to abide fully with this DS Member Agreement as well as all ACSC Dry Storage Member Rules, as they may be modified from time to time. A copy of the current ACSC Dry Storage Member Rules is attached hereto. A copy of the ACSC Dry Storage Member Rules will also be available at the Facility and on-line. DS Member will be notified of any rule changes with 30 days advance notice prior to the new rules going into effect.

ACSC Inc.

By: _____

Title: _____

DS Member

/s/ _____

Printed Name: _____

Rev. 150307

ACSC USE ONLY
Member Number: _____
Boat Location: _____
Boat/Dolly Sticker Number: _____
Trailer Sticker Number: _____