



# AYC MARINE DEPARTMENT

## Automatic Renewal Mooring Contract

\*\*\* NO MOORING WILL BE RIGGED WITHOUT A SIGNED CONTRACT \*\*\*

CONTRACTS MUST BE RETURNED BY FEBRUARY 1st

VESSEL NAME: .....

LOA: ..... DRAFT: .....

POWER ( ) SAIL ( )

MEMBER NAME: .....

AUDIT #:

HOME PHONE: .....

WORK PHONE: .....

EMAIL: .....

Is This Boat New to AYC? YES ( ) NO ( )

If "Yes" is checked above, the undersigned understands that the type and size of mooring gear (including mushroom weight, length and diameter of chain, pennants and bridle, size of swivels and shackles and chafing gear) will be determined using AYC's current Mooring Specifications for the vessel size indicated above (which are posted on the Club's website), unless a larger size of mooring gear is specified.

Do You Want Your Mooring Rigged? YES ( ) NO ( )

May We Use Your Mooring For Guests During Your Vessels Extended Leave? YES ( ) \_NO ( ) \_\_\_\_\_

Do You Want Your Mooring Up For Sale? YES ( ) NO ( )

Do You Want to Surrender Your Mooring? YES ( ) NO ( )

**The undersigned confirms that he or she is the sole owner of the above vessel or this document is signed by all owners of the vessel (each an "Owner"), or is the authorized agent ("Agent") acting on behalf of each and every Owner and further agrees and confirms as follows:**

The term of this Agreement will extend **AUTOMATICALLY** for a successive 12 month "Renewal Period", unless the Owner/Agent of the mooring provides AYC written notice not later than 15 days before the next "Renewal Date", defined as February 1st of each subsequent Renewal Period; such that:

1. The vessel on the mooring will be removed by the Owner/Agent no later than December 1st of each Renewal Period; and either
2. Owner/Agent instructs AYC to remove the mooring subject to the Annual Mooring Fees in effect for the Renewal Period, or
3. Owner/Agent instructs AYC to sell his/her mooring and agrees to pay the full seasonal mooring charges until the mooring sells and another member agrees to assume and pay the charges for the mooring in that location.

It is the responsibility of each Owner and/or Agent to maintain the safety of his or her vessel in the harbor and to ensure that all mooring gear complies with the AYC's most recent Mooring Specifications and is set, maintained and removed in accordance with the Club's Harbor Rules (contained in the Club's Year Book and also posted on its website) and Mooring Specifications.

If Owner/Agent's mooring gear was or is being provided by AYC, Owner/Agent understands and agrees that AYC provides NO WARRANTY WHATSOEVER (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), except that the mooring gear provided complies with AYC's current Mooring Specifications for the vessel size described above (or a larger size of mooring gear specified by Owner or Agent in writing). Owner/Agent confirms that the size

and type of mooring gear required by AYC's current Mooring Specifications (or any larger size of mooring gear specified by Owner or Agent in writing) is adequate for the vessel described above.

Owner/Agent confirms that he or she maintains adequate liability and property damage insurance coverage on the above vessel.

To the maximum extent permissible under applicable law, Owner/Agent waives all claims, as against AYC and its officers, trustees and staff, for damage or loss incurred as a result of any contact with other vessels and/or objects arising out of the placement of the owners' vessel within the Milton Harbor mooring field.

To the maximum extent permissible under applicable law, Owner/Agent waives any and all claims, as against AYC and its officers, trustees and staff, for damage or loss incurred as a result of the AYC's placement, installation, inspection, maintenance, repair of the mooring and its associated parts, including but not limited to the anchor, chain, pendant, bridle and chafing gear.

OWNER/AGENT SIGNATURE: ..... DATE: .....

DATE AFTER APRIL 1<sup>ST</sup> MOORING RIGGED BY: .....

**Please Return Signed Mooring Contract to:**

American Yacht Club  
Attn: Bud Puterbaugh, AYC Waterfront Manager  
499 Stuyvesant Avenue  
Rye, NY 10580

Fax - 914-967-5340

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