

Western Carolina Sailing Club
LEASE AGREEMENT – Effective January 1, 2020

Western Carolina Sailing Club (WCSC), a South Carolina corporation, is a sailing club located in Anderson County, South Carolina. The undersigned tenant (hereinafter referred to as “Member”) is a member of WCSC and does hereby desire to lease space for a boat and/or other personal property (“Personal Property”) **SUBJECT TO THE BY-LAWS AND THE GENERAL RULES AND REGULATIONS, AS AMENDED (“Rules and Regulations”)**.

MEMBER’S NAME: _____

EQUIPMENT DESCRIPTION:

TYPE OF SPACE – CHECK ONE:

MOORING

SLIP DOCK

DRY STORAGE

CAMPER

See member’s Boat-Trailer-Equipment Registration List for all applicable storage space use.

Member agrees to comply with the Rules and Regulations regarding slip dock, mooring, dry storage and/or camper space (“Storage Space”) on WCSC property, a copy of which has been heretofore provided to Member and which Member acknowledges receiving. As of the effective date of this Lease Agreement, the Member will obtain and carry liability or indemnity insurance on the Personal Property. Such insurance policy will have minimum limits of \$100,000.00 each occurrence for bodily injury and property damage, and shall be maintained in force for as long as Member occupies Storage Space leased by WCSC.

WCSC specifically disclaims, and the Member, in consideration of continual occupancy of the Storage Space, discharges WCSC from all claims and demands, actions and causes of action which may arise from or by reason of any and all known, unknown, foreseen and unforeseen, personal and bodily injuries or death, and damage to or destruction of property and any and all consequential injuries and damages, which may result from the continued occupancy of Storage Space.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE PERSONAL PROPERTY AND, INCLUDING WITHOUT LIMITATION, ALL TACKLE, DOCKLINES, MOORINGS, ETC., OWNED BY THE MEMBER SHALL BE THE RESPONSIBILITY OF THE MEMBER. OWNERS OF BOATS ON CLUB OWNED MOORINGS SHALL BE RESPONSIBLE FOR INSPECTING THOSE MOORINGS, INCLUDING CLUB OWNED. LINES, PENNANTS, ANCHORS, CHAINS AND SHACKLES, AND REPORTING ANY PROBLEMS WITH SAME TO THE MOORING ADMINISTRATOR OR THE DOCK CAPTAIN, AS APPLICABLE.

The Member agrees that at the Member’s Risk, WCSC has a right to remove the Personal Property from its occupied space to another space if, in WCSC’s opinion or its designee as set out in the Rules and Regulations, a situation arises which may cause loss or damage to the above-described Personal Property, loss or damage to other Personal Property or damage to any docks or property of WCSC, or for the convenience of WCSC in the event the Member fails to maintain or use the property.

It is mutually agreed and understood that WCSC does not accept the Personal Property for storage; shall not be held liable in any manner for the safekeeping or condition of the same; and shall not be responsible therefore as warehouseman, but the relationship between the parties is simply that of Landlord and Tenant. It is understood and agreed by the Member that WCSC will not be responsible or liable for any damage or loss to or of the said Personal Property including, but not limited to tackle, gear, equipment or property either upon said Personal Property, or upon the premises of WCSC, from any cause whatsoever or for any injury to the Member or invitees occasioned by any cause upon WCSC premises or adjacent thereto. Nothing contained in this Lease Agreement shall be deemed to create the relationship of Bailee/Bailor between WCSC and the Member.

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The Member may, upon thirty (30) days written notice, cancel this Agreement. Should the Member fail to remain current on the Member's financial obligations to WCSC, or should there be a breach of this agreement or a violation of the Rules and Regulations, WCSC may cancel this Agreement upon thirty (30) days written notice, given by First Class Mail at the member's address as maintained in WCSC's records.

It is mutually understood that the rates charged are based on the WCSC current fee schedule, as may be amended from time to time. It is further understood that if a Member fails or refuses to remove his or her Personal Property from WCSC's premises within 30 days after termination of membership or of cancellation of the assignment of the leased space as provided above, storage charges shall accrue beginning on the 31st day at the rate of \$25.00 per day. In addition, the Member further agrees that WCSC shall have the cumulative rights, at the sole expense and risk of the Member or ex-Member, to:

- Relocate the Personal Property from its Storage Space to an alternative location of WCSC's choosing on WCSC's grounds or waters, and retake possession of the Storage Space.
- Remove the Personal Property from WCSC's grounds or facilities, utilizing the ejectment procedures set forth in §§27-37-10, *et seq*, of the South Carolina Code.
- Sell said property at public auction, with the proceeds of the sale being first applied to any amounts owing to the Club as reflected on its records and the balance, if any, then being returned to the Member at his last known address.

The failure of WCSC to demand strict performance of any conditions herein or the Rules and Regulations, or to insist upon corrective action on the part of the Member with respect to the breach of any condition herein, or any of the Rules and Regulations, shall not be deemed to be a waiver of the right to insist upon such performance in the event subsequent acts might occur.

Executed this _____ day of _____, 20____.

WESTERN CAROLINA SAILING CLUB

BY: _____
WCSC Representative Signature

Printed Name

BY: _____
Member's Signature

Printed Name

Member Street Address

Member City State Zip Code

Member Home Phone

Member Cell Phone

Member Email

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STATEMENT OF INSURANCE

Both the WCSC Lease Agreement and club rules require that each member carry \$100,000 of liability insurance, so a Statement of Insurance is included below. *Note that the liability portion of your homeowner's or renter's insurance policy may extend coverage for sailboats under 26' and outboards under 25 horsepower. You should check with your insurance agent to verify any liability coverage and the limits of that liability coverage.*

My liability insurance in the amount of at least \$100,000 is current and is maintained through:

Insurance Company: _____ Policy Number: _____

Insurance Agent: _____ Agent Phone: _____

I further acknowledge that I will promptly notify WCSC of any changes to my insurance coverage.

Member Signature: _____

Member Printed Name: _____

Date: _____
