



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 _____ Sail _____ Power _____

Make _____ Length _____ Beam _____ Displacement _____

Rates for Mooring Rental Agreement:

The rental rates for mooring usage shall be established by the Executive Committee of RYC. Rates shall be reviewed periodically by the Committee and may be modified upon **30** days written notice to the Owner. Rental fees are due with signed agreement and insurance documentation.

Checks Payable To: Rockland Yacht Club, P.O. Box 99, Rockland, ME 04841

The season runs from May 15 through October 15.

The rates for the 2026 season are as follows:

Boats 40 feet and over \$1,950 USD

Boats under 40 feet \$1,750 USD

Payment shall be due in full upon submission of the application, which shall include the required insurance documentation.

First completed application received will secure the reservation.

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

Dated this _____ day of _____ 20____

By _____

(Owner's signature)

Terms and Regulations:

1. Conditions of Use: The Owner must follow all terms of this Agreement and any policy updates issued by RYC. Only one ocean-going boat and its tender may use the assigned mooring. All vessels must comply with Federal, State, and local laws, including U.S. Coast Guard regulations and environmental rules. A current State registration or U.S. Coast Guard documentation must be on file with RYC.

2. No Commercial Use: Moorings are for pleasure use only. Commercial activity is prohibited, including:

- a. Vessels holding a current Maine or Department of Marine Resources commercial fishing license.
- b. Vessels carrying passengers for hire, as defined by the U.S. Coast Guard.

3. Temporary Vacancy of Mooring: Owner agrees to notify RYC when the vessel is to be absent from its assigned mooring for a period of 7 days or more so that the mooring may be made available for transient vessels. All income derived from such transient use shall be the sole property of RYC.

4. Securing the Vessel: The Owner must ensure the vessel is properly and safely secured at all times using tackle and gear that meet Rockland Harbormaster specifications and are acceptable to RYC.

5. RYC Authority: RYC may move, or require the Owner to move, the vessel to another mooring at any time for construction, safety, emergency, or operational needs.

RYC may inspect the mooring and may board and inspect any vessel for safety, compliance, or property protection. The City of Rockland may also inspect the mooring at any time.

6. No Assignment or Transfer: This Agreement gives the Owner a personal, non-transferable right, without any possessory interest, to use the mooring. The Owner may not assign, transfer, or sublet the mooring for any reason. Any attempt to do so automatically terminates this Agreement. The Owner must notify RYC within 15 days of closing if the vessel is sold or transferred. Sale or transfer of the vessel does not automatically transfer the mooring rights, however transfer of those rights may be permissible with review and approval by RYC, if all requirements set out in this Mooring Rental Agreement are met.

7. Insurance Requirements: The Owner must carry Marine Insurance, including Protection and Indemnity Liability, with minimum limits of \$250,000 per claim and \$500,000 per incident. Insurance must be issued by an underwriter rated A or higher and authorized in Maine. A current certificate of insurance must be provided to RYC, and all policies must name Rockland Yacht Club as an Additional Insured.

8. Assumption of Risk: The Owner acknowledges the inherent risks of mooring in open water, especially during storms or hurricanes. The Owner assumes all risk of:

- a. Damage to or loss of the vessel
- b. Failure of the mooring or its gear
- c. Damage caused by other vessels
- d. Damage arising from vessel operation or unseaworthiness

Owners are encouraged to confirm that the mooring's pennants and gear are adequate for expected conditions and make any needed upgrades.

9. Indemnity and Release: The Owner releases, indemnifies, and holds harmless RYC and its officers, members, and employees from all claims for loss or damage to the vessel, or injury to the Owner, crew, or guests related to use of the mooring or docks. THIS RELEASE APPLIES EVEN IF THE CLUB OR ITS PERSONNEL WERE PARTIALLY OR FULLY NEGLIGENT.³

10. Default: The Owner is in default if any of the following occur:

- a. Failure to pay any amount due (rent, late fees, lien fees, etc.).
- b. Failure to comply with any term of this Agreement, if not corrected within 7 days of written notice from RYC.

11. Remedies for Default:

- a. If the Owner defaults, RYC has a lien on the vessel under applicable law and this Agreement. RYC shall have the right to take possession of the vessel, secure it, move it, or store it at a location of RYC's choosing. The Owner is responsible for all ongoing charges and expenses while the vessel is held.
- b. RYC may either keep the Agreement in effect and recover all damages, including unpaid rent or charges; or terminate the Owner's right to use the mooring.
- c. If the Agreement is terminated, the Owner must reimburse RYC for all costs, including reasonable attorney's fees, arising from the breach.