

# DELTA YACHT CLUB

## Cruise-In Agreement

This Agreement is made \_\_\_\_\_ between Delta Yacht Club, a California Not for Profit Corporation (hereinafter "Host") and \_\_\_\_\_ (hereinafter "Club").

Host has agreed to allow Club use of the property commonly known as Delta Yacht Club, on Tule Island, Stockton, California ("Premises"), pursuant to the terms stated herein.

Club shall arrive on or about \_\_\_\_\_ and depart \_\_\_\_\_. ("Term")

Club agrees to pay a docking fee of \$65.00 per boat per night. Club agrees to provide Host advance payment of the deposit and an accounting of the anticipated number of boats attending at least six (6) days prior to the start of the Term. Club agrees to pay all docking fees, including additional boats and approved early arrivals, upon presentation of the final accounting of all charges. The final calculation of charges will be made at the end of the Term less the Club's deposit and should be paid within five working days.

Club acknowledges and agrees to comply with Host's "Rules for Cruise-In Clubs," including those stated in the Guest Information notice included herewith. Club shall not alter, repair, add to, deface, improve or change the premises in any manner whatsoever without the prior written consent of Host. The Premises shall be maintained and vacated in as good condition as it was when Club arrives. Host retains the right to cancel, delay, or interrupt any Club activity on the Premises in order to prevent damage to the Premises and/or injury to persons on the Premises. Club agrees to pay on demand for all damages to the Premises caused by Club and those affiliated with Club.

Host agrees to furnish as its complete and sole obligation under the terms of this Agreement the Premises in "As is" condition together with water, electricity and functioning restroom facilities. Club understands that the property is not open to the public, nor a place of public accommodation and may not comply with standard building requirements and codes. Club understands and acknowledges that all who enter the Premises do so at their own risk and that they may be exposed to a variety of hazards and risks; they accept the Premises "As is" and knowingly and voluntarily assume all risk and responsibility inherent in the use and enjoyment of the Premises. The facilities on the Premises may not be suitable for some with mobility disabilities.

Club shall defend, indemnify and hold harmless Host and its members, agents, and employees from and against all claims, costs, and damages arising from actions of Club and/or its members, guests, employees, agents, or assigns and/or arising from Club's use of the premises during the Term.

Club shall provide Host with a certificate of comprehensive general liability insurance with a limit of liability not less than \$1,000,000 per each occurrence and name Host as an additional insured during the Term.

An \$1,800.00 (\$1,300.00 off season) deposit is required upon the signing of this Agreement to reserve the requested dates.

Each undersigned individually warrants that s/he has the authority to sign this Agreement and bind the party with whom they are affiliated.

\_\_\_\_\_ Yacht Club

DELTA YACHT CLUB

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attn: Kat Barr, Treasurer

Phone: \_\_\_\_\_

76236 Sweet Pea Way

Email: \_\_\_\_\_

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