

Membership / Dockage Agreement

Lorain Harbor Boat Club, Inc.

This Agreement is by and between the Lorain Harbor Boat Club, Inc, 108 Alabama, Lorain, Ohio 44052, County of Lorain, State of Ohio ("LHBC"), and: ("APPLICANT").

This Agreement is for the period beginning on the date of acceptance by LHBC ("Effective date") to May 15th, 2026 inclusive ("End date") and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space availability and payment of additional fees.

APPLICANT's contact information for purposes of notices required under this Agreement is:

Name: —

Address: —

City, State, Zip: —

Contact Phone: —

Email: —

APPLICANT's vessel is identified as:

Boat Name: —

Make: —

OH/Doc #: —

HIN: —

Length (LOA): —

Beam: —

Displacement: —

Emergency Phone: —

Emergency Email: —

Currently Assigned Dock: —

GENERAL TERMS

LHBC is a non profit association that operates, on a volunteer basis, a marina clubhouse and storage facility.

APPLICANT is or will become by operation of this Agreement, an active member of LHBC and agrees to be bound by the terms of this Agreement and the currently existing by laws of LHBC.

The parties agree that this Agreement will not be operative, and no rights or responsibilities will vest, until such time as the Agreement is accepted by LHBC and the relevant deposit or payment is received by LHBC.

Dockage at LHBC is available to Active or Lifetime members only, and no individual who is not an active Full or Lifetime member may dock a vessel at LHBC. LHBC reserves the right to offer storage services for vessels to non members on a case by case basis. LHBC further agrees to use best efforts to store APPLICANT's vessel within the fence line if a current executed Agreement is accepted by LHBC prior to October 1.

Notwithstanding anything to the contrary contained in this Agreement, in any application or in any other form, the APPLICANT shall not be deemed a bailee, nor shall LHBC be deemed a bailor. LHBC does not insure the property of the APPLICANT. LHBC will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the LHBC facilities.

Any rights granted under this Agreement are personal to the APPLICANT and are not assignable by the APPLICANT to any other party without written consent of LHBC.

If the APPLICANT breaches any of the terms of this Agreement, or further fails to pay any fees or assessments made hereunder, then LHBC shall have a warehouseman's lien on the APPLICANT's boat which is subject to this Agreement and LHBC shall have the right and power necessary to prevent removal of the APPLICANT's boat from the marina, without risk of liability, until the APPLICANT has paid any outstanding balances in full. It is further agreed that this lien right is without prejudice to LHBC's other legal rights, in law and in equity, to collect any sums due hereunder or to enforce any of the terms contained herein.

APPLICANT may cancel this Agreement, by written or email communication to the Commodore and Yard Manager, prior to April 15th. Doing so will result in a refund of monies owed minus a cancellation fee. The cancellation fee will vary based on the time of receipt of notice of cancellation: A cancellation fee of 10% of the monies due under this Agreement if notice received by January 1, 20% if received by February 1st, 30% if received by March 1st, 40% by April 1st and 50% by April 15.

APPLICANT agrees to provide LHBC with proof that APPLICANT's vessel is insured with adequate marine liability insurance at APPLICANT's sole cost. A copy of a declarations page, showing insurance for the term covered by this Agreement, will satisfy this provision.

APPLICANT further agrees to provide LHBC with proof that APPLICANT holds good title to the vessel to be docked or stored at LHBC. A copy of a current Ohio title will satisfy this provision.

Upon acceptance of the Agreement by LHBC, APPLICANT may request a key to enter the club grounds. A key will be provided upon presentment of a \$50 deposit, which will be returned to APPLICANT when the key is returned.

APPLICANT agrees that all charges for dockage, storage, repairs, supplies, materials, and other services accruing under the terms of this Agreement shall give LHBC a valid lien upon the APPLICANT's boat and/or motor and that no boat shall be removed from the LHBC/Landlord's premises until all charges are paid.

APPLICANT may work on their own boat during the term of this Agreement if such work does not interfere with the rights, privileges and safety of other persons or property. Use of hazardous materials, torches, open flames, inflammable or toxic liquids, or any other hazardous materials/tools are prohibited at any time. LHBC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on APPLICANT's boat while on LHBC premises to first provide LHBC with a standard certificate of workman's compensation and liability insurance coverage before work commences. Failure to meet these requirements will require that the APPLICANT's boat be removed from LHBC premises during the repairs.

If an APPLICANT has not entered into a successor Agreement with LHBC for dockage or storage services, then the APPLICANT shall remove their vessel from LHBC premises prior to the expiration of the relevant Dockage or Storage Season contracted for herein and as defined below.

If an APPLICANT does not comply with this provision prior to the end of the relevant Launch Window or Haul Window, LHBC may, in its sole discretion, have the vessel removed from LHBC grounds and dry stored at another facility, all at the APPLICANT's expense. Failure to enforce this provision for a period of time shall not be deemed a waiver of future enforcement. The parties further agree that LHBC shall bear no liability for any damage which may be incurred as a result of the operation of this provision.

The total balance due and owing under this Agreement is set forth below. Said balance must be satisfied by the APPLICANT in accordance with the terms set forth under the subsection headed Payment Terms. APPLICANT acknowledges that no vessel will be hauled until and unless APPLICANT has complied with the payment terms set forth below. APPLICANT further acknowledges that no vessel will be launched, and no dock will be occupied, while a balance is owed under this Agreement.

MEMBERSHIP APPLICATION

APPLICANT is not a current member of LHBC and is applying for membership.

Type of Membership applied for:

☒ Active ☐ Social

Spouse/Partner & Minor Children: —

Reason for joining LHBC: —

☐ Previously expelled from another yacht/boat club?

Other yacht/boat clubs, boating associations or power squadrons affiliated with: —

SEASONAL DOCKAGE TERMS

It is the policy of LHBC that the summer dockage season runs from April 15 until November 15 ("Dockage Season"). No vessel may dock within the basin prior to April 15 or after November 15 unless LHBC grants prior permission, in writing, to APPLICANT. Any vessel remaining in the basin after November 15 without such prior permission may, at LHBC's discretion, be hauled and stored at an appropriate location, all at APPLICANT's expense.

APPLICANT understands that APPLICANT is solely responsible for properly securing their vessel to the assigned dock, and any liability caused by a failure to do so, whether to other vessels, docks or individuals, will be borne by APPLICANT. This requires, at a minimum, using an adequate number of appropriately sized dock lines and a sufficient number of fenders. Any vessel determined by the Yard Manager to be improperly secured may be made fast by LHBC, APPLICANT to bear the actual cost of such action.

LHBC, in its sole discretion, shall be authorized to move a vessel from its assigned dock, if necessary for the safe and efficient use and enjoyment of LHBC grounds. Wherever practicable, LHBC shall take reasonable steps to contact the APPLICANT prior to moving any vessel. APPLICANT agrees to indemnify LHBC and hold LHBC harmless from any and all liability, loss or damage caused by or to the APPLICANT's vessel, which may arise out of the failure of the APPLICANT to move the vessel, the inability of LHBC to contact the APPLICANT, or during movement of the vessel by LHBC.

WINTER STORAGE TERMS

It is the policy of LHBC that all boats be hauled from the basin between October 15 and November 15 ("Haul Window"). Further, it is LHBC policy that all vessels stored pursuant to the terms of this Agreement be launched between April 15 and May 15 ("Launch Window"). The time between the Haul Window and Launch Window is understood to be the Storage Season. Notwithstanding the above, LHBC will not be responsible for delays in hauling, launching, storing or commissioning any vessel.

It is the Yard Manager's responsibility to schedule each boat within the Haul Window and Launch Window. The Yard Manager will use best efforts to accommodate APPLICANT's preferences when doing same. Any boat remaining on its cradle or stands after the Launch Window, and not subject to an additional Agreement as outlined above, will incur an additional fee of \$20 per day. In addition, should LHBC deem it expedient to move a stored boat after the expiration of the Launch Window, APPLICANT will be billed for the cost of such move at established rates. Any boat remaining within the basin after the Haul Window, and not subject to an additional agreement as outlined above, will incur an additional fee of \$20 per day. In addition, should LHBC deem it expedient, it may have said boat hauled and stored at an appropriate location, all at APPLICANT's expense. The parties further agree that LHBC shall bear no liability for any damage which may be incurred as a result of the operation of this provision.

LHBC, in its sole discretion, shall be authorized to move a vessel stored under this Agreement, if necessary for the safe and efficient use and enjoyment of LHBC grounds. Wherever practicable, LHBC shall take reasonable steps to contact the APPLICANT prior to moving any vessel stored at LHBC under this Agreement. APPLICANT agrees to indemnify LHBC and hold LHBC harmless from any and all liability, loss or damage caused by or to the APPLICANT's vessel, which may arise out of the failure of the APPLICANT to move the vessel, the inability of LHBC to contact the APPLICANT, or during movement of the vessel by LHBC.

In addition to storage services, LHBC provides assistance with haul-out and launch of the APPLICANT'S vessel. This includes operation of the travel lift and placement/removal of the APPLICANT's vessel on or from the APPLICANT's cradle/stands.

It is the responsibility of the APPLICANT to (a) be present at the scheduled time for launch/haul out of the APPLICANT'S boat, (b) to have the boat prepared for launch/haul out at the scheduled time and (c) to properly

winterize their boat. Failure to abide by conditions (a) or (b) that, in the Yard Manager's sole discretion, seriously impedes the efficient operation of LHBC, will result in the APPLICANT being assessed an additional fee equal to the then current rate for haul out/launch not linked to storage. In addition to the above, should it become necessary to move APPLICANT's boat because of either (a) providing inaccurate information to the Yard Manager or (b) failing to respond to the Yard Manager's request for information regarding the APPLICANT's plans for launch, LHBC will assess an additional fee of \$100. It is the further responsibility of the APPLICANT to appropriately dispose of all detritus of storage (wrapping, cordage and the like) in accordance with policies established by LHBC.

The APPLICANT is also responsible for providing stands/cradles and identifying lifting points on the boat.

☒ Cradle ☐ Stands ☐ Other:

APPLICANT agrees to identify their cradle/stands by placing either the APPLICANT's name, or the boat's name in clearly legible print on the cradle/stands. No other writing shall be on the cradle/stands. It is further understood that LHBC assumes no liability for injury, loss or damage caused by any inadequacy of the APPLICANT's cradle/stands and further, reserves the right to refuse to use any cradle/stands deemed, in the Yard Manager's sole discretion as unsuitable.

LHBC will provide summer storage of the APPLICANT'S cradle/stands for a fee specified below. If an APPLICANT does not wish to store their cradle/stands with LHBC, then APPLICANT shall remove said cradle/stands from LHBC prior to the beginning of the Dockage Season. All cradles/stands remaining on LHBC premises after said date shall be stored at APPLICANT'S expense in accordance with the fee identified above.

An APPLICANT who has not contracted for Seasonal Dockage with LHBC may request the use of a transient dock for up to 2 days at no charge prior to haul out or following launch as arranged with the Yard Manager and as space is available. APPLICANTS remaining at this dock for longer than two days will be assessed the current LHBC daily Transient dock fee.

PAYMENT TERMS

It is the intention of the APPLICANT to contract with LHBC for the following services subject to and conditioned on the terms set forth above:

☐ Active Membership ☐ Social Membership
☐ Seasonal Dockage ☐ Winter Storage ☐ Cradle Storage

Based on the services selected above by APPLICANT, the parties agree that all fees due to LHBC may be paid by Credit Card or EFT through the LHBC website in the following manner:

☒ Pay in full ☐ Installment Payment Option

Terms for Installment Payment Option:

Payments under the Installment Payment Option must be made in equal installments beginning on the first of the month after this Agreement is signed. The final payment due under the Installment Payment Option must be made prior to triggering any obligation on behalf of LHBC under this Agreement.

Failure to make any payment due under the Installment Payment Option shall incur a charge of \$25 as a late fee. Said fee to be assessed on a monthly basis while an arrearage remains.

Additionally, any account balance that remains in arrearage for 60 consecutive days will cause the Member to forfeit their right to a dock, regardless of the existence of a signed Agreement. If such a forfeit occurs, LHBC will offer the member's previous dock to the established wait list, and any funds realized from the rental of that dock will be deducted from the balance due and owing under this Agreement.

Once the arrearage is satisfied, the Member may join the wait list for dockage. Installment payments are due the

first of each month for up to seven (7) payments.

Item	Charge	Tax Rate	Charge + Tax	Deposit	Balance Due
Active Membership	\$0.00	6.5%	\$0.00	\$0.00	\$0.00
Social Membership	\$0.00	6.5%	\$0.00	\$0.00	\$0.00
Seasonal Dockage	\$0.00	0%	\$0.00	\$0.00	\$0.00
Winter Storage	\$0.00	6.5%	\$0.00	\$0.00	\$0.00
Cradle Storage	\$0.00	6.5%	\$0.00	\$0.00	\$0.00
Key Deposit	\$0.00	0%	\$0.00	\$0.00	\$0.00
Totals	\$0.00		\$0.00	\$0.00	\$0.00

All payments due and owing under this Agreement will be made by Electronic Funds Transfer through the system used by LHBC. Credit Card payments made under this Agreement will be charged a 4% processing fee.

ACKNOWLEDGEMENT & SIGNATURE

I acknowledge and agree to the terms and charges set forth above:

APPLICANT (typed name serves as electronic signature): —

Date: —

Accepted by LHBC: —

Date: —

Accepted Dock Assignment: —

Electronically submitted via lorainhbc.org on . The typed name above constitutes the APPLICANT's electronic signature and acceptance of this Agreement, pending countersignature and acceptance by LHBC.