



Commodore Yacht Club, Inc.

Thank you for your interest in becoming a Ramp Member at Commodore Yacht Club!

Ramp members have access to our launch ramp and the large grass parking area across from the ramp 24/7, from April 1st to March 31st each year as long they remain in good standing and are current on their storage fees. The storage area gate is locked, and the keys are changed annually on March 31st each year.

All prospective ramp members must complete a Ramp Application and provide proof of insurance for their boat, auto policy or homeowners policy - whichever covers liability for their boat and/or vehicle(s) on Commodore's property. Proof of insurance is a requirement by our insurance carrier and Ramp Memberships will not be granted without an actual COI from your insurance company.

Ramp Membership includes:

- Access to the ramp
- Two restrooms (Men's and Women's)
- Fuel Discount of \$0.10 off pump price
- For an additional fee, secure watercraft storage with a valid ramp membership is available

Ramp Storage:

Storage fees are based on a semi-annual (April to September) or an annual basis (April to March). Storage fees are \$125 monthly for vessels up to and including 9' wide, and \$150 monthly for boats over 9'. Both monthly fees include TN sales tax.

If your storage agreement starts outside of the periods listed above, your fees will be prorated to end either in September or March based upon the storage period requested. If you haven't vacated the property at the end of the semi-annual period, you will be billed for the balance of the term to March 31st. If storage fees are not paid, your boat/trailer will be removed until your account is made current.

Attached is a Ramp Membership and Ramp Storage application as well as our Waiver and Release form. Please fill out the appropriate form(s). Complete the storage form only if you are storing your boat on site. Return the completed forms and proof of insurance in person to our office to finalize the process and receive your key, access card and trailer sticker.

Again, we appreciate your interest in becoming a Ramp Member at Commodore!

Commodore Ramp Club • 6002 River Road • Nashville, TN • (615) 356-4110

Application for Membership, Member Rules & Regulations Agreement – ALL FIELDS MUST BE COMPLETED

RAMP CLUB ONLY RAMP CLUB WITH OPTIONAL BOAT/TRAILER STORAGE (*see Storage Agreement*)

Name _____

Street, City, State, Zip: _____

Cell # _____ Work # _____ Home # _____

E-mail _____

Boat Make & Model _____ Length & Width _____ Color _____

Registration # _____ HIN _____

I hereby submit my dues of \$ _____ which include sales tax, for Ramp Membership at Commodore Yacht Club. Ramp membership privileges begin on April 1st, or the date dues are received, and end on March 31, 20__.

I agree to and understand the following rules, regulations and limitation of privileges related to ramp membership and understand that any violation of these rules and regulations can result in the termination of my ramp membership and loss of membership privileges and dues.

- Ramp members shall be entitled to the limited privileges of using the Club's boat ramp to load and unload their personally owned boat, temporarily park the related trailer, and have access to the ramp member restrooms. Ramp members shall not have any of the other privileges of full or social members including but not limited to: the privilege to access the Club's other facilities (including the secure parking lot, party dock, ice machine, restrooms, boat lift, boat storage area and A, B or C Docks) or the privilege to attend Club meetings or functions. In addition, ramp members shall have no voting rights, may not hold elective office, and shall have no rights to the income or assets of the Club.
- Ramp members must always operate their boat in a safe manner including observing the No Wake Zone in the harbor and in the channel leading to the Cumberland River.
- If the security gate is non-operational and open, ramp members must make certain that the chain at the ramp entrance is raised and locked after loading or unloading their boat.
- Ramp members may not fish in the harbor or around the dock area.
- Ramp members and their guests may only park their cars, trucks, and trailers in the grass circle area.
- Ramp members may not park overnight without permission of the Harbormaster.
- Ramp members shall not litter and must dispose of all trash in the dumpster provided for their use.
- Dogs must always be leashed and under control while on the property.
- Ramp members must observe the 5 MPH speed limit while on yacht club property.
- No smoking is permitted within fifty feet of the fuel dock.
- Ramp members agree that Commodore Yacht Club is not liable for any boat, trailer, vehicle or other personal property lost, stolen or damaged while on the yacht club grounds or while operating their boat in the harbor or on the waterways. This includes but is not limited to, damage to their boat props, drives or hulls.
- Discharge of oily bilge contents is not permitted in the harbor.
- Discharge of human waste in the harbor is prohibited. Pump out services are provided at the fuel dock.
- Ramp members are encouraged to treat each other with respect and consideration. Members who are unruly, destructive, vulgar, and openly hostile to other members or behave in a manner which is unlawful or disruptive of the good order of the club will be subject to termination of their membership.
- Ramp members will each receive one numbered key and a gate card for access to the security fence. These items may not be loaned, sold, or duplicated. If your key or gate card is lost, they will be replaced after submitting a notarized statement stating the items were lost and was not loaned or sold. Replacement key cost is \$25, gate cards cost is \$50.
- Ramp members agree to show proof of identification and membership if requested by the Harbormaster or any member of the Board of Directors.
- Ramp members agree to display their current year sticker on their trailer's driver side rear fender for identification purposes. (It should be located here but if it can't be positioned in this location, it can be displayed somewhere in this area.)

Terms are accepted and agreed to on this _____ day of _____, 20__

By _____
Signature of ramp member

***** FOR CYC USE ONLY *****

Paid by: Cash Check CC Online Payment Bank Draft (*if paying by draft, please fill out the following authorization*)

Date Received _____ Ck # _____ Key/Sticker # _____ Received by _____

To receive your key and gate card, please deliver this completed application, proof of insurance and your payment **in person** to our office during normal business hours.

WATERCRAFT STORAGE AGREEMENT

STORAGE MUST BE COMBINED WITH VALID RAMP MEMBERSHIP - ALL FIELDS MUST BE COMPLETED

- This agreement is for one year beginning: _____, ending March 31st, 20__.
- This agreement is *semi-annual beginning: _____, ending the following September 30th or March 31st.
- \$125.00 - Rental fee for up to and including a 9' wide vessel. This amount includes TN sales tax.
- \$150.00 - Rental fee for vessels over 9' wide. This amount includes TN sales tax.

**Six month agreements require a valid payment method to remain on file with our office. At the end of the original six month term, if your lot key has not been returned to our office, the card on file will automatically be run for an additional six months.*

Ramp Member Name: _____

- I hold Commodore Yacht Club, its employees, and its Board harmless and not liable for any damages or loss incurred while entering or exiting the premises or during the time my watercraft is in storage.
- I understand that if my fees are not paid my boat/trailer will be removed until my account is made current.
- I understand that my boat/trailer is to be kept in my assigned space and that failure to do so could result in me being denied the use of CYC's storage facility in the future. *(Contact our office at 615-356-4110 immediately if at any time your assigned space is blocked by another boat/trailer.)*
- I understand that as a storage member, I am responsible for the safety and relocation of my property in the event of flooding. *(CYC will make every effort to notify boat owners of flooding, but the responsibility and safety of stored watercraft is the sole responsibility of the boat owner.)*
- I understand that my trailer must display a current year sticker for identification purposes. It should be located on the driver's side rear fender but if it can't be positioned in that location, it needs to be displayed somewhere in that area.

In signing this application for storage of my personal watercraft, boat or pontoon, I agree to the terms listed above and agree to lock the gate after each use.

Signature of Applicant Date _____ .

Signature of Harbormaster Date _____ .

***** FOR CYC USE ONLY *****

Storage Lot Key # _____ Assigned Space # _____

Paid by: Cash Check CC Online Payment Bank Draft *(if paying by draft, please fill out the following authorization)*

Date Received _____ Ck # _____ Received by _____

To receive your key and gate card, please deliver this completed application and proof of insurance, along with your payment, **in person** to our office during normal business hours.

Bank Transfer Authorization Form

I authorize _____ to electronically debit my bank account according
Business name
to the terms outlined below. I acknowledge that electronic debits against my account must
comply with United States law.

Terms of billing:

- One time on _____ for the amount of \$_____.
mm/dd/yy
- Starting on _____ and on the _____ of each month through _____
mm/dd/yy day of the month mm/dd/yy
for the amount of \$_____.
- Starting on _____ for the amount of \$_____ and accordingly thereafter per
mm/dd/yy
the terms in invoice(s) _____.

Customer bank account information:

Routing number Account number

Account type: Checking Savings Consumer Business

This payment authorization is to remain in effect until I, _____, notify
Customer name
_____ of its cancellation by giving written notice in enough time for the
Business name
business and receiving financial institution to have a reasonable opportunity to act on it.

Customer signature Customer printed name Date

Commodore Yacht Club Waiver and Release of Liability

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Commodore Yacht Club, its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Commodore Yacht Club from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Commodore Yacht Club's negligence. This is not intended to release Commodore Yacht Club from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Commodore Yacht Club for any claim released by this Agreement. I further agree that should any claim be made against Commodore Yacht Club in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Commodore Yacht Club for any such claim and expenses including attorney's fees and costs incurred by Commodore Yacht Club in defending themselves or security indemnity hereunder.

2. I understand that Commodore Yacht Club is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Commodore Yacht Club for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Commodore Yacht Club, will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) _____

Signature _____ Date _____