



Rhyll Yacht Club
P.O. Box 8003
Beach Road
Rhyll, Phillip Island
Reg No A0009089P
ABN 69 272 645 401

BOAT STORAGE APPLICATION AND AGREEMENT

APPLICATION

I, hereby apply to store my boat at Rhyll Yacht Club ("the Club") and have paid the boat storage fee to the Club together with my membership fee. I understand that the allocation of boat storage is at the discretion of the Club Committee. If my application for boat storage is unsuccessful and a storage space is not allocated, I agree to remove my boat should it be on the Club premises and understand that the storage fee will be repaid to me in full.

Member / Boat owner: -

"Members details"

AGREEMENT

BETWEEN: Rhyll Yacht Club INC. ("the Club")

AND: Surname: - First Name: -
(the Member)

Address: -

.....

Email Address: -

Home Number: -

Mobile Number: -

"Boat details"

Boat Class / Make of Boat: -

Trailer with no boat. Reg No: -

Sail Number (if applicable): -

Boat Name (if applicable): -

Hull Colour: -

The Club and Member agree:

1. From the date of signing this agreement by or on behalf of the Club, the Club agrees to allow the Member to store the named boat ("the boat") and its associated equipment on the Club premises subject to payment by the member of the annual "Membership fee" and the "Storage fees" for each year by the due date (issued annually by the Treasurer) and compliance with the other terms of this agreement.
2. The Member agrees to pay the annual storage fee by the due date and to be bound by the other terms and conditions of this agreement.
3. Payment of the "Storage fees" entitles the Member to the use of storage space on the Club premises, as directed by an officer of the Club from time to time. A "numbered" storage bay will be allocated for the member to store their boat (mentioned in the "Boat details" section). The Club in its absolute discretion may allocate an alternate space at any time during the operation of this agreement without prior notification to the Member.
4. The Club will not be liable for any loss or damage to the boat including associated equipment while stored at the Club, and the boat remains on the Club premises at the sole risk of the Member.



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5. The Member warrants to the Club that the boat and associated equipment are in a good & safe condition for storage at the Club premises. The member agrees to hold the Club harmless and to fully indemnify the Club for any loss, suit, claim or demand brought against the Club or any of its members or officials, that has resulted from the storage of the Member's boat and associated equipment, whether in negligence or otherwise.
6. The Member will name spars, sails and associated equipment so they can be easily identified.
7. The Member will cause the boat stored pursuant to this agreement to be **actively** used.
8. The annual storage fee is payable in advance and is due on 1 September each year, or at the time the boat is first stored at the Club.
9. If in the event that this agreement is terminated by either party for any reason, or if the boat is sold or removed from the Club premises, the Club (in its sole discretion) may determine whether to refund all or part of the boat storage fee paid by the Member.
10. If in the event that a boat is sold within the Club (to another club member), or is sold, or removed from the Club premises, notification must be made to the Club in writing (via email) to the "Yard Captain" & "Treasurer", so as "Owner records" can be updated.
11. The new boat owner **MUST** complete the "Boat Storage Application & Agreement" form. This is so the "Yard Captain" can allocate storage (a new "numbered" storage bay if required) & "Treasurer", (the club) records can be updated.
12. If a member brings & stores a new boat in their "numbered" storage bay, notification must be made to the Club in writing (via email) to the "Yard Captain" & "Treasurer", so as "Owner records" can be updated.
13. The Club, in its sole discretion, may terminate this agreement immediately by written notice to the Member at his/her last notified address at any time for such reasons as the Club may determine, including but not limited to the following:
 - the storage fee remains unpaid for 3 months after the due date, or
 - the boat is not actively used, or
 - the Member is no longer a financial member of the Club.
14. The Member shall remove the boat and its associated equipment from the Club within 14 days of the date of the notice of termination.
15. The member **MUST** notify the Club in writing (new form completed) if & when any of the above "Members details" are changed.
16. The member **MUST** notify the Club in writing (new form completed) if & when any of the above "Boat details" are changed.
17. One of these forms **MUST** be complete for each Boat stored on site. Once completed, a new allocated "numbered" storage bay may be given.
18. One of these forms **MUST** be complete for each Trailer stored on site. Once completed, a new allocated "numbered" storage bay may be given.
19. If the Club has terminated the agreement by notice in writing to the Member and the Member does not remove the boat including associated equipment from the Club premises within 14 days of the date of the notice of termination, the Member authorises the Club as his or her agent to sell or otherwise dispose of the boat and associated equipment and recover from any proceeds all costs associated with the removal, storage, sale or disposal of the boat and equipment ("costs"). Any proceeds of sale remaining after deduction of costs and monies owing by the Member to the Club, shall be remitted to the Member at the member's last known address. The Club may sell the boat and associated equipment pursuant to this provision in any way it deems appropriate, whether by private sale or public auction.

Signed by Member: Date:

Signed for and on behalf of the Club:

Allocated "numbered" storage bay: - _____ ie:- (W1, N1, E1 to E9 "2.6m" or E10 to E20 "2.2m")

Date:

Please tick if you wish to receive a copy of this Agreement following signature by the Club's representative.