



B O A T S T O R A G E A G R E E M E N T

BETWEEN:

Vacluse Amateur 12ft Sailing Club PO Box 6 Vacluse NSW 2030 ("the Club") ABN 74 570 213 212

AND: ("the Member") _____

Date: _____

Address _____

Boat Name & Class: _____

Insurance Company and policy number _____

Sail Number and Hull Colour: _____

The Club and the Member agree:

1. From the date of this agreement the Club agrees to allow the Member to store the named boat and its sailing equipment (the Boat) on the Club premises subject to the payment by the Member of the annual family membership fee AND the annual storage fee each year 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 of this agreement.
3. Payment of the storage fee entitles the Member to the use of one boat storage space on the Club premises as directed by an officer of the Club from time to time. The Club in its absolute discretion may allocate an alternate space at any time during the operation of this agreement without notification to the Member.
4. It is a condition of this agreement that the Member will cause the Boat stored pursuant to this agreement to participate in Club races as organised from time to time. If the Boat fails to participate in at least one half of all Club races in any 2 month period then the Club may terminate this agreement immediately by written notice to the Member. The Member will remove the Boat from the Club within 14 days from receipt of a notice of termination under this provision.
5. The storage fee is payable annually in advance and is due on or before 1 October in each year during the operation of this agreement. The storage fee is set by the Club each year and will be notified to the Member by placement of a notice on the Club's website. The storage fee is not refundable and non transferable in the event that this agreement is terminated by either party for any reason or if the Boat is sold or removed from Club premises.
6. The Club will not be liable for any loss or damage to the Boat while stored at the Club or elsewhere and the Boat remains on Club premises at the sole risk of the Member. The Member will arrange his own boat insurance for the Boat's full insurable value.
7. If the storage fee is unpaid for more than 3 months the Member authorises the Club as his agent to either (i) use the Boat as a training boat how and where the Club determines, and/or (ii) sell or otherwise dispose of the Boat and its equipment and recover from the proceeds if any all monies owing to the Club by the Member including any costs associated with removal, storage and sale or disposal of the boat. If there is a balance of funds leftover from the sale proceeds after deduction of all monies owed to the Club, the Member hereby donates such balance to the Club. The Club may sell the Boat pursuant to this provision in any way it deems appropriate whether by private sale, tender or public auction.
8. The Club will be entitled to amend the terms of this agreement from time to time and will place notification of any such amendment on the Club's website and on the Club notice board located on Club premises. If the Member does not accept such an amendment he will notify the Club in writing and remove the Boat from the Club within 14 days whereupon this agreement will be terminated.
9. The Club reserves the right to terminate this agreement at any time in its sole discretion providing it gives the Member not less than 1 months notice in writing at the address specified above.

Member's Signature