

Tinaroo Sailing Club Inc. ("TSC")

# BOAT STORAGE AGREEMENT

For further information contact the boat storage registrar, [info@tinaroosailingclub.com.au](mailto:info@tinaroosailingclub.com.au)

## TERMS

1. For the purposes of this agreement, "the boat" includes it's associated equipment (trailers, trolleys, spars, sails etc)
2. This contract is valid until the boat is removed from the TSC permanently.
3. The member is entitled to boat storage at TSC in the location advised by the boat storage registrar from 1<sup>st</sup> March in the year the application is accepted to 28<sup>th</sup> February in the following year. If the boat includes a trailer, the boat storage location will be the compound yard only.
4. I (the member) agree :-
  - to ensure the boat has it's name visible when stored in its normal position.
  - to store the boat only in its allocated position.
  - to ensure that your boat and/or tarp does not pool with water.
  - my boat is stored at my own absolute risk and TSC will accept no responsibility or liability for any loss or damage to the boat whilst it is so stored. I hereby indemnify the Club against any claim whatsoever arising out of any loss of or damage to my boat and/or associated equipment relating to the boat stored at the club.
  - to pay the boat storage fees from time to time fixed by the TSC committee for storage of my boat.
  - that failure to participate in at least 10 club race days as per the TSC Calendar over a calendar year will result in me being considered as a new member of TSC for determination of whether TSC will grant me boat storage rights in the subsequent year, and my boat will rank lower in priority for storage space than a boat sailed by a continuing member in at least 10 such race days.
  - to remove the boat from TSC within 7 days of a written, email or telephone request from the TSC Committee for such reasons as this committee may determine including
    - lapse of my financial membership of TSC.
    - the boat being stored incorrectly
    - expiration of my boat storage entitlement without creation of a new entitlement for a subsequent year
    - sale of the boat (I understand my boat storage rights DO NOT transfer to the new owner. Such a new owner will need to take their place on the waiting list if necessary)
    - my resignation from the Club
    - TSC bona fide management or maintenance requirements (no compensation will be paid)
    - the boat participating in less than two out of any six consecutive club racing days as per the TSC Calendar.
  - Upon failure to remove the boat at the request of the TSC committee as stated within the stipulated time I will pay an additional penalty fee of \$50.00 per month upon demand.
  - If I fail to remove the boat when requested by the TSC committee, the committee may in its absolute discretion, undertake any or a combination of any of the following actions :-
    - a. temporarily allow the boat to remain in storage whilst penalty fees accrue;
    - b. sell the boat in any manner deemed appropriate (for which purpose I appoint the TSC as my agent) and apply the proceeds of such sale to the settlement of any overdue charges or levies due to the TSC, with any surplus being returned to me; or
    - c. remove the boat from the TSC and dispose of the boat by dumping (no compensation, damages or restitution will be payable to me).