



Maylands YACHT CLUB (Inc.)

EAST ST, MAYLANDS
P.O.BOX 5, MAYLANDS, WA 6051

Phone
Secretary

Clubhouse
9271 1232

0434458723

ABN: 61 254 676 611

E-mail: secretary@maylandsyachtclub.org.au
Web: maylandsyachtclub.org.au

BOAT STORAGE DISCLAIMER AND DISPOSAL PROCEDURES

I (first name).....(surname).....

(hereafter called *the owner*) wish to store my boat together with any sails, rigging and beach trolley but excluding a road trailer, hereafter called *the boat*, in the Maylands Yacht Club Inc. boat shed hereafter called *the boat shed*. I understand that only boats sailed from the club may be stored in the boat-shed and Ordinary membership plus storage charges are payable in advance.

Owners' covenants

1. The owner agrees to abide by the rules of the Maylands Yacht Club Inc.
2. Road trailers cannot be stored in the *boat shed*. Whether a trailer is a road trailer or a beach trailer will be decided by the Boat Shed Captain as appointed from time to time by the Maylands Yacht Club Inc.
3. The storage of *the boat* in the *boat shed* is at the owners risk and Maylands Yacht Club Inc. takes no responsibility for any damage or loss however caused to *the boat* while it is being stored in the *boat shed*.
4. *The owner* will not take legal action against Maylands Yacht Club Inc. for any theft or damage to or of *the boat* while stored in the *boat shed*.
5. The location of *the boat* within the *boat shed* will be as determined by the boat shed captain from time to time. The boat, associated spars and equipment shall bear the name and sail number of the boat.
6. This agreement is an ongoing agreement with the amount of the annual boat shed storage fee being set each year by the Maylands Executive at a full committee meeting and the full boat storage fee payable in advance.
7. The owner must be a paid up member of Maylands Yacht Club Inc. for the duration of this agreement.
8. The owner may terminate this agreement at any time by removing the boat from the boat shed and notifying the Maylands Yacht Club Inc. in writing or by removing the boat and not paying the following year's storage fees.
9. The Maylands Yacht Club Inc. may terminate this agreement by passing a motion to that effect at a Committee meeting and arranging for boat to be removed or sold.

10. Should *the owner* cease to be a financial member of the Maylands Yacht Club Inc. and or fail to pay the boat shed storage fee when due then *the owner* gives the Maylands Yacht Club Inc. permission to sell *the boat* at whatever price it can get for *the boat* and allocate the proceeds of the sale towards any outstanding boat storage and/or club membership fees that are overdue, provided that the Maylands Yacht Club Inc. first gives the owner one months notice prior to the sale of the boat.

11. Notification to the owner shall mean a phone call or sending a written letter to the address shown on the current club register of members. Notification to the Maylands Yacht Club Inc. shall be by sending written notice to Maylands Yacht Club Inc. P.O. Box 5, Maylands, 6051.

12. **All stored yachts must be raced a minimum of two races at the Club each month during the summer sailing season to retain storage space. Yachts that do not meet this minimum racing requirement will be removed from the boatshed.**

Maylands YC Covenants:

1. To provide access to the boat on Maylands Club Inc. race days and to endeavour to provide access to the boat at other times if required.
2. To store the boat in the boat shed in a manner where the boat could reasonably be expected not to be damaged.
3. To store the boat in the boat shed in a manner where the boats that are used most frequently have easier access.

Boat Owner.....
Boat Class..... Boat Name.....
Sail Number

Under all conditions mentioned above, I agree to store my boat in the boat-shed of the Maylands Yacht Club Inc. I recognise that by signing this document, only the above mentioned boat and associated rigging may be store at the club.

Signed **Date**/...../.....
