CONDITIONS OF BOAT STORAGE AT MAYLANDS YACHT CLUB

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CONDITIONS OF BOAT STORAGE AT MAYLANDS YACHT CLUB INC.

This document outlines the terms and conditions of storing any sailing boats Maylands Yacht Club. Applications to store a sailing boat are not automatically granted and are subject to, amongst other things, availability of space. The Boat Owner should have discussed this application with a Club Official first before formally applying for storage.

Permission to store a boat includes any sails, rigging and beach trolley but excludes a road trailer. Only boats sailed from the club may be stored in the boat shed and full time membership (Senior or Junior) plus storage charges are payable in advance.

Owner's Covenants

1. The owner agrees to abide by the rules of Maylands Yacht Club Inc. ("MYC")

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 MYC.

3. The storage of the boat in the boat shed is at the owner's risk and MYC 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 MYC for any theft or damage to 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 and its associated spars and equipment shall be clearly identified by bearing the name or sail number of the boat.

6. This is an ongoing agreement and the annual boat storage fee is payable in advance. The boat storage fee is set each year by the MYC Management Committee.

7. The owner must be a full time (senior or junior) paid up member MYC in order to apply for boat storage.

8. The owner may terminate this agreement at any time by removing the boat from the boat shed and notifying MYC in writing or by removing the boat and not paying the following year's storage fees.

9. MYC may terminate this agreement by passing a motion to that effect at a Management Committee meeting and arranging for boat to be removed or sold.

10. Should the owner cease to be a financial member of MYC or fail to pay the boat storage fee when due, then the owner gives MYC permission to dispose of the boat (which may include selling it and allocating the proceeds towards any outstanding boat storage and/or club membership fees), provided that MYC has exhausted all avenues to contact the owner and arrange a satisfactory method of removal. MYC will notify the owner of any intent to remove the owner's boat at least one month prior to doing so.

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

12. *All stored boats are expected to be raced a minimum of two races at the Club each month during the summer sailing season. Boats that do not meet minimum racing requirements may lose their entitlement to storage space and be removed from the boat shed.*

Maylands Yacht Club Covenants:

1. To provide access to the boat on MYC race days and endeavour to provide access to the boat at other times.

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** ....../……../.........