



*Capricornia Cruising
Yacht Club Inc.*

BOAT STORAGE AGREEMENT

This Agreement is made between Capricornia Cruising Yacht Club Inc. (hereafter called "CCYC") and the Owner whose name and address appear in the Schedule below.

1. The CCYC grants to the Owner a licence to park and store the vessel described in the Schedule in that area of the club premises as is from time to time allocated by the CCYC to the Owner.
2. The Owner warrants that the Owner has title to that vessel and is the only person entitled to its possession.
3. The Owner agrees to pay to the CCYC a storage fee at the initial rate detailed in the Schedule but as varied from time to time in accordance with general charges in fees as determined by the Executive Committee of CCYC and notified to the members prior to commencement of each financial year.
4. The Owner shall prior to taking possession of the allocated storage area, obtain insurance cover for third party legal liability for at least \$3 million in respect of both property damage and personal injury arising out of the ownership, storage and/or operation of the said vessel, its fittings and equipment while in or about the premises of the CCYC.
5. The Owner shall indemnify the CCYC and keep it indemnified against all actions and claims whatsoever arising out of the storage and/or operation of the vessel, its fittings and equipment.
6. The Owner acknowledges that the CCYC shall not be responsible for any loss or damage or personal injury occurring to the property or person of the Owner or of the Owner's agents or invitees arising out of the storage and/or operation of the vessel, its fittings and equipment while the vessel is on or about the premises of the CCYC no matter how such loss, damage or injury is caused.
7. The Owner authorizes the CCYC, its servants and/or agents to enter upon the vessel and to move and manoeuvre it within the Club's premises or to or from the water as and when necessary or deemed expedient by members of the Executive Committee of the CCYC and for the purpose of and during any such entry movement or manoeuvring the CCYC and its servants and agents shall be deemed to act as servants and agents of the Owner.
8. In the event that the allocated storage area is vacated by the Owner's vessel for any period during the currency of this agreement the CCYC reserves the right to the use of the allocated storage area while it is vacant for any purpose deemed expedient by the CCYC including the temporary placement of other vessels or vehicles and in that event the Owner shall have no entitlement to any rebate of the storage fee.

9. Termination

- (a) In the event the Owner breaches any of the terms and conditions of the agreement, the CCYC may terminate this licence upon seven days notice in writing given by CCYC to the Owner.
- (b) In the absence of any such breach the CCYC may terminate this licence only upon three months prior notice in writing given by CCYC to the Owner.
- (c) The Owner may terminate this licence by notice in writing given by the Owner to CCYC at least seven days in advance and accompanied by payment of all monies due and owing by the Owner to CCYC including storage fees up to and including the date upon which the allocated storage area is vacated by the Owner's vessel and its equipment.

10. Lien

- (a) In the event that the Owner shall fail to pay the storage fee or any other monies due and owing to the CCYC then in addition to any other rights the CCYC may have against the Owner, the CCYC shall have a lien upon the vessel, its equipment and contents and may retain possession of and secure the vessel until the amount due and owing is paid.
- (b) In the event that those monies remain unpaid seven days after the CCYC has given to the Owner written notice of the exercise of such lien and details of the amount owing, the CCYC may cause the vessel, its equipment and contents to be sold by public auction or private sale and may retain from the proceeds of sale the expenses of sale and the amount owing to the CCYC.
- (c) In the event that the proceeds of sale are insufficient to pay the expenses of sale and the amount owing to CCYC, the Owner shall forthwith upon demand pay the shortfall.

(d) Pending sale of the vessel the CCYC may at its discretion remove the vessel, its equipment and contents to such other premises for sale and/or storage as it deems expedient and may re-allocate the storage area vacated.

11. Service of Notices

Any notice by CCYC to the Owner may be served upon the Owner by posting it to the Owner at the address shown in the Schedule.

12. The Owner shall not assign transfer, sub-let or share the rights and interests conferred by the agreement and expressly agrees not to part with possession of the whole or part of the allocated storage area during the currency of this agreement.
13. It is a condition of the licence that the vessel and trailer must be maintained in a condition that will allow them to be safely moved about the yard, whether by the Owner or by CCYC, its servants and/or agents, in either case, without risks to persons or property. In the event the CCYC determines that any Owner's vessel and/or trailer is inadequately maintained in such a condition, then CCYC may notify the Owner in writing of the need to rectify the condition of the vessel. The Owner shall within one month of the notice, rectify the condition of the vessel and/or trailer to the satisfaction of the CCYC.

SCHEDULE

Vessel's Owner

Last Name..... First Name.....

Address:
.....
.....

Name of Vessel:

Registration No:.....Allocated Storage Bay No.:

Annual Storage Fee (current year):

Payment Amount:Receipt No.:

Dated this: day of 20

Signed by the Owner:

Signed by C.C.Y.C. :

Insurance Company: Policy No.:

Expiry Date: Copy to CCYC: YES/ NO

NOTE THAT NO BOAT WILL BE ACCEPTED FOR STORAGE WITHOUT COPIES OF CURRENT INSURANCE BEING HELD BY CCYC.