



ROYAL PRINCE EDWARD YACHT CLUB

ABN 12 000 900 069

BOATSHED STORAGE APPLICATION & LICENCE AGREEMENT

PERSONAL DETAILS

Title: _____ Surname: _____ First Name: _____

Residential Address: _____

Suburb: _____ State: _____ Postcode: _____

Phone (Home): _____ Phone (work): _____

Mobile: _____ Facsimile: _____

Email (Home): _____ Email (Work): _____

RPEYC Membership Number: _____

Postal Address (if different from residential): _____

Suburb: _____ State: _____ Postcode: _____

CRAFT DETAILS

Class/Type: _____ Make: _____ Model: _____

Hull Material: _____ Hull Number: _____ Hull Colour: _____

Deck Colour: _____ Sail No (if applicable): _____ Craft Name: _____

Cradle/Trolley storage required: Yes / No Mast /Spars storage required: Yes / No

Dimensions - Length (mm): _____ Width (mm): _____ Height (mm): _____

Any other features to uniquely identify the craft: _____

OUTBOARD MOTOR DETAILS (if applicable)

Make: _____ Model: _____ Rating (HP): _____

Colour: _____ Felix Bay Mooring No.: _____

STORAGE FEES.

The fees are approved annually by the General Committee and published as a Facilities Fee Schedule.
The fees are payable on acceptance of this Application and subsequently on the 1st July each year thereafter.

AGREEMENT

I, (the applicant) have read, understood and accept the conditions of this agreement, which incorporates the conditions on the back of this page.
I accept that these conditions must be complied with at all times if I am granted a storage allocation.

Signature: Date:

This form must be completed in full and submitted to the Club Office. Any incomplete forms will not be processed.
For further information please phone 9363 5809 or email secretary@rpeyc.com.au

RPEYC TERMS OF BOATSHED STORAGE LICENCE AGREEMENT & CONDITIONS OF USE FOR STORAGE OF WATER CRAFT

1. Only financial members of the Club will be granted a storage allocation license in the Boatshed if space is available. Preference shall be given to members involved in regular sailing activities. This license agreement may be terminated by either party with one month written notice.
2. Each licence will continue in force while ever the applicable fees are paid. The storage fee is payable in advance. Allocations of storage space apply to a single craft and nominated fittings only.
3. Storage fees will be reviewed and published annually by the Committee. An invoice will be forwarded to members in June each year with payment to be made within 30 days. If the invoice is not paid within the allocated time, the storage agreement will be terminated, the craft will be removed, the space reallocated and, if the craft is not collected by the owner, disposed of pursuant to the Uncollected Goods Act 1995 (hereafter referred to as the Act).
4. The Committee may offer a pro rata refund should a member wish to terminate this agreement within the twelve month invoice period.
5. All craft stored in the boatshed must be uniquely identifiable. If necessary, the Committee will issue to the member an identification sticker for his or her craft, which must remain visible on the craft.
6. The member licensing the storage space must wholly own the craft in the storage space. Craft not owned by the member shall be removed by the Committee, the storage agreement terminated without refund and uncollected craft disposed of pursuant to the Act.
7. No craft (including trolleys, parts, fittings and spars) shall protrude into the rack space of any other craft.
8. Any changes to either personal contact details or craft details must be promptly notified to the Committee. Failure to promptly provide this information may result in the storage agreement being terminated.
9. The Committee reserves the right to terminate the storage agreement if any relevant conditions are breached or if the allocated space is misused in any way. In such cases, no pro rata refund will be issued.
10. Any craft (including parts or equipment) that are stored on the Club premises without authorization from the Committee will be removed and dealt with pursuant to the Act. This includes dinghy wheels, trolleys, spars, fittings, rigging and motors.
11. All craft equipment (including spars) must be clearly marked so the owner's identity can be confirmed. Any item(s) found to not be clearly marked will be removed and dealt with pursuant to the Act.
12. Stored craft are to be maintained in a good and clean condition and are to be hosed off and free of salt water and sand before being stored. Craft that are derelict, awaiting repair, abandoned or inappropriately stored will be removed and disposed of by the Committee, in accordance with the Act.
13. Craft on bottom racks are to be kept on trolleys to facilitate movement for cleaning of the storage areas. Such trolleys are the member's responsibility to provide for their craft. Club trolleys may, at the discretion of the Committee, be provided for those craft stored off the ground level.
14. The storage of any fuel containers, flammable liquids, corrosive substances (such as acids), toxic substances, oxidising substances and organic peroxides are not permitted under any circumstance. Outboard motor fuel in motors with integral tanks is permitted.
15. The RPEYC accepts no liability or responsibility for loss, damage or theft of any craft, parts or fittings stored on the Club's premises, whether it is allocated to a craft storage space or not. Members are advised to maintain their own insurance cover for loss or damage to their craft.
16. The Committee reserves the right to review all craft storage agreements and, in its absolute uncontrolled discretion, reallocate the storage space if the relevant craft has been deemed to have not been used regularly. In the event that applications for craft storage spaces are received by the Committee and exceed the available spaces, the Committee reserves the right, in its absolute uncontrolled discretion, to terminate storage space agreements on 2 months notice to members whose craft have been deemed to not have been used regularly.
17. The terms of this agreement may be altered from time to time by the Committee and will become effective once notified on both the Club Notice Board and website. If a member does not accept the amended terms as notified, they will remove their craft and its fittings from the Club within one month and notify the Committee in writing.

INDEMNITY

You, the applicant, indemnify the RPEYC, its directors, its staff, its members and guests from and against all actions, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- o loss of, loss of use of, or damage to property of the RPEYC
- o personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

resulting from or by reason of anything done or omitted to be done by you arising out of your activities undertaken at or near the club's facilities.

Your liability to indemnify the RPEYC is reduced proportionally to the extent that a negligent act or omission of the RPEYC or its directors, employees, members and their guests has contributed to the injury, damage or loss.