



**LAKE BOGA
YACHT CLUB**

BOAT STORAGE APPLICATION AND AGREEMENT

APPLICATION

I hereby apply to store my boat at Lake Boga Yacht Club (“the Club”) and have paid the boat storage fee to the Club together with my membership fee. I understand that the allocation of boat storage is at the discretion of the Club Committee. If my application for boat storage is unsuccessful and a storage space is not allocated, I agree to remove my boat should it be on the Club premises, and understand that the storage fee will be repaid to me in full.

AGREEMENT

BETWEEN: **Lake Boga Yacht Club Inc** (“the Club”)

AND: Surname First Name
 (“the Member”)

Address.....
.....

Boat Class/Type Sail Number (if applicable).....

Boat Name Hull Colour

Boat Class/Type Sail Number (if applicable).....

Boat Name Hull Colour

Boat Class/Type Sail Number (if applicable).....

Boat Name Hull Colour

Boat Class/Type Sail Number (if applicable).....

Boat Name Hull Colour

The Club and Member agree:

1. From the date of signing of this agreement by or on behalf of the Club, the Club agrees to allow the Member to store the named boat ("the boat") and its associated equipment on the Club premises subject to payment by the member of the annual membership fee and the storage fees for each year by the due date and compliance with the other terms of this agreement.
2. The Member agrees to pay the annual storage fee by the due date and to be bound by the other terms and conditions of this agreement.
3. Payment of the storage fee entitles the Member to the use of storage space on the Club premises, as directed by an officer of the Club from time to time. The Club in its absolute discretion may allocate an alternate space at any time during the operation of this agreement without prior notification to the Member.
4. The Club will not be liable for any loss or damage to the boat including associated equipment while stored at the Club, and the boat remains on the Club premises at the sole risk of the Member.
5. The Member warrants to the Club that the boat and associated equipment are in a good & safe condition for storage at the Club premises. The member agrees to hold the Club harmless and to fully indemnify the Club for any loss, suit, claim or demand brought against the Club or any of its members or officials, that has resulted from the storage of the Member's boat and associated equipment, whether in negligence or otherwise.
6. The Member will name spars, sails and associated equipment so they can be easily identified.
7. The Member will cause the boat stored pursuant to this agreement to be actively used.
8. The annual storage fee is payable in advance and is due at the beginning of the Club's financial year (that is, on 1 April in each year) or at the time the boat is first stored at the Club.
9. In the event that this agreement is terminated by either party for any reason, or if the boat is sold or removed from the Club premises, the Club (in its sole discretion) may determine whether to refund all or part of the boat storage fee paid by the Member.
10. The Club, in its sole discretion, may terminate this agreement immediately by written notice to the Member at his/her last notified address at any time for such reasons as the Club may determine, including but not limited to the following:
 - the storage fee remains unpaid for 3 months after the due date;
 - the boat is not actively used; or
 - the Member is no longer a financial member of the Club.
11. The Member shall remove the boat and its associated equipment from the Club within 30 days of the date of the notice of termination.
12. If the Club has terminated the agreement by notice in writing to the Member and the Member does not remove the boat including associated equipment from the Club premises within 30 days of the date of the notice of termination, the Member authorises the Club as his or her agent to sell or otherwise dispose of the boat and associated equipment and recover from any proceeds all costs associated with the removal, storage, sale or disposal of the boat and equipment ("costs"). Any proceeds of sale remaining after deduction of costs and monies owing by the Member to the Club, shall be remitted to the Member at the member's last known address. The Club may sell the boat and associated equipment pursuant to this provision in any way it deems appropriate, whether by private sale or public auction.

Signed by Member: Date:

Signed for and on behalf of the Club: Date:
.....

Please tick if you wish to receive a copy of this Agreement following signature by the Club's representative.