



Elwood Sailing Club

BOAT/BOARD STORAGE AGREEMENT

AGREEMENT

BETWEEN: **Elwood Sailing Club Inc.**

AND: Surname;.....First Name;.....
("the Member")

Address.....

Email;Contact phone number

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/or sailboard 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 the allocated 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 and/or board including associated equipment while stored at the Club, and the boat and or board remains on the Club premises at the sole risk of the Member.
5. The Member warrants to the Club that the boat and/or board 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/or board and associated equipment, whether in negligence or otherwise.
6. The Member will name spars, sails, trolleys and associated equipment so they can be easily identified.
7. The Member will cause the boat and/or board 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 1st July in each year) or at the time the boat and/or board 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 and/or board 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 and/or board is not actively used; or
 - the Member is no longer a financial member of the Club.
11. The Member shall remove the boat and/or board 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 and/or board 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/or board and associated equipment and recover from any proceeds all costs associated with the removal, storage, sale or disposal of the boat and/or board 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/or board and associated equipment pursuant to this provision in any way it deems appropriate, whether by private sale or public auction.
13. I agree to hold a public liability insurance policy on the Boat with coverage of not less than \$10m, and I will keep it current during the time the Boat is stored at the Club and I agree to make a copy of this policy available to the Club at their request.

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.

