



HUNTERS HILL SAILING CLUB INC. – BOAT STORAGE AGREEMENT

PLEASE NOTE THAT BOAT STORAGE IS ALLOCATED ON THE BASIS THAT THE MEMBER'S PRIME INTENDED USE OF THE STORED BOAT IS FOR PARTICIPATION IN CLUB EVENTS.

I UNDERSTAND THAT THIS CONTRACT IS VALID UNTIL THE BOAT IS REMOVED FROM THE CLUBHOUSE PERMANENTLY

I UNDERSTAND BY ACCEPTING BOAT STORAGE, I HAVE READ AND FULLY UNDERSTOOD THIS AGREEMENT AND THE CURRENT CONDITIONS OF BOAT STORAGE

I understand that my vessel is stored in the Clubhouse at my own absolute risk and that the Hunters Hill Sailing Club, INC.(the Club) will accept no responsibility or liability for any loss or damage to the vessel whilst it is so stored.

I hereby indemnify the Club against any claim whatsoever arising out of any loss of or damage to my stored vessel and agree that any insurances of my vessel will be my sole responsibility. The term "vessel" includes hull, sails spars and all gear relating to the vessel stored in the club.

I agree to pay the rental charges from time to time fixed by the Club for storage of my vessel and in addition will pay any **penalty charges** (currently at \$750.00 per year (or as varied by the committee from time to time.) imposed by the Club Committee as a result of my stored vessel failing to abide by the conditions of boat storage. I also agree that failure to remove the boat at the request of the boat registrar within the stipulated time will incur a additional penalty fee of **\$750.00** or as varied by the committee from time to time.

I agree that failure to participate in at least 50% of the club races or club approved class events over a season or part of the season as determined by the committee may result in the loss of the my privilege to store the boat at HHSC.

I agree that my stored vessel may be removed, at my own cost, from the Club storage facilities, if I consistently breach the boat storage conditions. In particular, this breach would include failure to participate in Club events for 6 or more weeks without seeking and obtaining approval in writing from the Club committee.

I accept and will abide by the following conditions:

1. The stored vessel is to have its name visible when the vessel is in its normal position.
2. The vessel is to be stored only in its allocated position.
3. The vessel shall be removed from the Club storage within 7 days of a written request from the Club Committee for such reasons as this committee may determine including:
 - a. Failure to remain a financial member of the Club.
 - b. Failure to pay any charge imposed by the Club Committee.
 - c. Failure to meet the Club's minimum sailing requirements.
 - d. Failure to store the vessel correctly
 - e. Failure to enter into a new storage Agreement on the expiration of this Agreement
4. I will remove my vessel from Club storage within 7 days of:
 - a. Sale of the vessel. If sold to another member within the Club, storage rights DO NOT transfer to the new Owner. Such a new owner will need to take their place on the waiting list if necessary.
 - b. My resignation from the Club.

In the event of any breach of the terms of this Agreement including the failure to renew my membership and/or pay the storage fees, I authorise the Committee of the Club, to dispose of the stored vessel in any manner deemed appropriate and to apply the proceeds of such disposal to the settlement of any overdue charges or levies due to the Club, with any surplus being returned to me.

If this Agreement terminates for any reason, the Club Committee may direct me in writing, email or by telephone to remove my stored vessel within 7 days of the expiration of this Agreement. I agree that failure to abide this direction will result in the imposition penalty fee of \$750.00 or as varied by the committee from time to time.