



Cleveland Yacht Club

231 Shore St North, Cleveland, QLD, 4163
PO Box 15, Cleveland, QLD, 4163
ABN: 22 026 861 711

SHORT-TERM BOAT STORAGE AGREEMENT

This is an agreement for short-term storage of the nominated boat at Cleveland Yacht Club.

This Agreement is made on ____ / ____ / 202

BETWEEN: Cleveland Yacht Club

Street Address: 231 Shore St North, Cleveland, QLD, 4163
Postal Address: PO Box 15, Cleveland, QLD, 4163
ABN: 22 026 861 711

AND: _____ ("You/Your")

Address: _____

Suburb: _____ Postcode: _____ State: _____

Mobile: _____

Phone: () _____ (if applicable)

Email: _____

Boat Name: _____

Boat Insurance details: _____

Sail No. _____ (if applicable)

Trailer Registration: _____ (if applicable)

Australian Sailing Number: _____ (if applicable)

=====

Agreed Storage Fee : _____

Refundable security pass required? : Yes / No

☐ By ticking this box, I agree to be bound by the Short-Term Boat Storage Agreement Terms and Conditions

☐ By ticking this box, I declare that the included details are complete and accurate

Signed (You) : _____

Authorised by (CYC representative) : _____ Name: _____

Initials: _____

SHORT-TERM BOAT STORAGE AGREEMENT TERMS AND CONDITIONS

INTERPRETATION

- “**The Club**” refers to **Cleveland Yacht Club** and may also be referred to as “We/Us/Our/CYC”
- The person or group storing the boat may also be referred to as “You/Your”

TERMS

- The Club gives You permission to store Your boat within the Club’s grounds and to launch and retrieve your boat using the club’s ramp at your own risk and in accordance with this Agreement during the agreed storage period, in accordance with the Conditions outlined below.

CONDITIONS

- Boat Storage is at the discretion of the CYC Management Committee.
- If accepted, You will be permitted to store Your boat at the Club for the period specified in this Agreement.
- Where a boat in storage is jointly owned, You will nominate a primary contact for all communication.
- You:
 - must not cause any inconvenience or nuisance to any other person using the Club;
 - are responsible for insuring your own boat and trailer;
 - must hold relevant third party liability insurance to a minimum of \$10m;
 - will provide a copy of your current insurance policy verifying the above upon request.
- All boats are stored:
 - at Your risk and the Club accepts no liability for any loss or damage;
 - under the understanding that from time to time boats may be required to be moved to allow for mowing or cleaning of the boat storage area or any other reason that might arise.
- Boats must be:
 - tied down to the trailer to cater for strong winds that come through the club from time to time;
 - left in an orderly condition;
 - unless under exceptional circumstances and for short periods of time will be stored with mast up
 - all halyards must be secured to eliminate wind noise and annoyance to the Club’s neighbours.
- Trailer wheels and jockey wheels:
 - are to be kept pumped up and in good repair;
 - must be chocked but not locked.
- Trailers are to be parked so as not to inconvenience other users of the Club:
 - Boats, when not on a trailer, are to be left so as not to inconvenience other users of the Club;
 - Trailer couplings may not be left locked;
 - A clear pathway from gate to ramp will be maintained to facilitate access for emergency vehicles.
- Children must be accompanied by a parent/guardian at all times whilst on Club grounds.
- If You are the only group at the Club, You are responsible for ensuring all gates and doors are secured.
- You acknowledge and consent to photographs being taken of You or Your boat during Your boat’s storage, and authorise the Club to use such photographs for promotional or other purposes without Your further consent being obtained.
- In consideration of the Club accepting Your application for short-term storage of a boat at Cleveland Yacht Club, to the full extent permitted by law You indemnify and will keep indemnified the Club in respect of any Claim by any person including but not only a Club member arising as a result of or in connection with Your storing Your boat at the Club, using the Club facilities or sailing Your boat from the Club or joining in events including loss, material damage, personal injury or death.
- You agree to immediately notify Us should any damage occur along with the circumstances surrounding same should this be to any other boat, property or facilities and after giving Us notice, promptly repair any damage caused by the act, omission, negligence or default of You or Your Associates as the case may be as directed by Us, or (on demand by Us) pay to Us the cost of undertaking such repairs so the We can engage Our own contractors.
- Should you choose to sail from the Club or participate in any Club events you agree to be bound by the Racing Rules of Sailing when racing and all the other rules that govern Club events and acknowledge that You are solely responsible for deciding whether or not to sail and/or continue to sail. You further acknowledge and agree that participation in events and sailing from the Club is entirely at Your own risk.
- You may not, however, sail from the Club on days where there is a Marine Wind Warning (including Strong Wind Warning) issued by the Bureau of Meteorology (BOM) for Moreton Bay or where average wind speeds have exceeded 22 knots over a 30 minute period as measured at Banana Bank North Beacon.
- This Agreement only covers the boat nominated in the Storage Agreement.

FEE CONDITIONS

- The agreed storage fee is payable in advance.
- An additional fee of \$50 per week will be charged for every week or part thereof that the boat remains on premise beyond the agreed dates.
- An optional security pass is available for a deposit of **\$50 refundable** upon return of the pass. This pass allows you access to the front gate (which is to be kept closed when sailing), showers and toilets (to be left clean).

Initials: _____