

## Townsville Sailing Club Inc. (TSC) BOAT STORAGE AGREEMENT 2022

### Agreement between:

Townsville Sailing Club Inc (TSC) of PO Box 5642, 3 Mariners Drive, The Strand QLD 4810  
and a *full financial, active*, TSC Sailing Member

Members Name \_\_\_\_\_ AS Number \_\_\_\_\_  
Email: \_\_\_\_\_ @ \_\_\_\_\_ Mobile # \_\_\_\_\_  
Boat type/name \_\_\_\_\_ / \_\_\_\_\_ Sail # \_\_\_\_\_  
Storage location \_\_\_\_\_ Cost/paid \$ \_\_\_\_\_  
Storage Start \_\_\_\_\_ 01 February 2022 \_\_\_\_\_ Storage End \_\_\_\_\_ 31 January 2023  
Storage Fees: Sabot/Bic - \$100-00 Flying 11/Laser or Similar - \$150 All other type - \$200

***Fees are due on the 1<sup>st</sup> of February 2022.***

***\*Fees paid after 1<sup>st</sup> March, 2022, will incur a 20% surcharge.***

### Terms:

- Open to full financial members of TSC only
- Stored at owners' risk, TSC is not responsible for the safekeeping of any equipment.
- Member who store their boats at the Club are expected to commit to working bees/mowing the grounds on at least two occasions per year and shall indicate on the TSC grounds roster their available dates. Roster to be advised.
- Stored boats should be reasonably active throughout the TSC season calendar (used once per month).
- Boats are to be removed, temporarily, if requested by the committee for any reasonable event when given 7 days' notice.
- Boats are to be stowed, prepared or removed as directed by the committee for any severe weather event within 24 hours.

In the interests of manageability, storage space in the enclosed boat shed is for junior fleet boats either on the racks provided or on beach trolleys.

Senior fleet boats storage is available on the grassed area in front of the club. Additional storage is available on the area of beach to the south of the beach access ramp / mats.

The club is not a storage facility. Any boat considered by the Management Committee to not be reasonably active will be subject to removal from TSC in line with the terms of this agreement.

By signing this agreement members acknowledge that storage space is accessible by the general public and / or other sailors. Members who store boats at the club release TSC from any liability for damage or loss of equipment.

### Agreement

1. The Member acknowledges their responsibility for maintaining current insurance for the boat against loss & / or damage of any kind from whatever cause in connection with its storage, occupancy, movement, transportation.
2. For the purposes of this agreement, "the boat" includes its associated equipment (masts, booms, trolleys, spars, sails etc)
3. This agreement is valid until the boat is removed from TSC permanently, or to the end of the storage term or terminated by the TSC Management Committee

#### I, (the Member) agree: -

- a. to store the boat in a location indicated by the TSC Management Committee;
- b. that the boat is stored at my own risk and TSC is released from any responsibility or liability for any loss or damage to the boat whilst it is so stored;
- c. to indemnify the Club against any claim whatsoever arising out of any loss of or damage to my boat and/or accessories for the boat stored at the club;
- d. to pay the boat storage fees, on demand, fixed by the TSC Management Committee for storage of the boat.
- e. to commit to working bees/mowing the grounds on two occasions per year
- f. to remove the boat from TSC within 7 days of a written, email or telephone request from the TSC Management Committee for such reasons as the TSC management committee may determine including
  - i. lapse of my financial membership of TSC;
  - ii. Incorrect storage;
  - iii. expiration of boat storage agreement;
  - iv. the sale of the boat (boat storage rights are not transferable)
  - v. resignation from Club membership
  - vi. bona fide management or maintenance requirements (no compensation will be paid)
- g. to make preparations, stow or remove the boat as directed by the committee for any severe weather event within 24 hours.

*Failure to remove the boat at the committee's request occurs a penalty fee of \$50.00 per month.*

Terms of this agreement are not transferable or guaranteed automatic renewal.

Failure to remove the boat on TSC Management Committee request, and at the discretion committee, will result in any of the following actions:

- temporarily allow the boat to remain in storage whilst penalty fees accrue;
- appropriate disposal of the boat (for which purpose I appoint the TSC as my agent) and apply the proceeds of such sale to the settlement of any overdue charges or levies due to the TSC, with any surplus being returned to me; or

- removal and appropriate disposal of the boat from the TSC (no compensation, damages or restitution will be payable to the Occupant).

The boat may be subject to movement during the agreed storage period to allow grounds maintenance / club functions etc. The member will not raise any objection to this movement of the boat.

This application only becomes an agreement when both parties have signed this document.

TSC Committee Member on behalf of TSC

TSC Member requesting Storage

\_\_\_\_\_

\_\_\_\_\_

Witness

Date

\_\_\_\_\_

\_\_\_\_\_

*A copy of this agreement will be emailed to the Member on request.*

Payment can be made via direct credit - please use your name as a reference and email us to advise once payment has been completed. Please note that not paid by March the 1st will incur a 20% fee.

Account Name	Townsville Sailing Club
Account No	145465233
BSB	633 000