

# Youth Sailing Vessel and Equipment Storage Agreement

## General

This Storage agreement is valid for the period of 1<sup>st</sup> of September 2021 to 31<sup>st</sup> of August 2022.

Boats and equipment entering into storage agreements or continuing storage for the hardstand deck and racking allocated to the jurisdiction of MHYC Youth Sailing at Middle Harbour Yacht Club (MHYC) will be subject to the following:

- This agreement repeals and supersedes any existing contracts verbal or written for storage in the areas subject to this agreement
- All agreements will be subject to the approval of the Youth Sailing Manager
- All watercraft must be of a class that is approved by the Youth Sailing Committee and the Youth Sailing Manager
- The user of the vessel must be an MHYC member who is actively racing

## Payment

All storage must be paid at the prescribed rate within this document in advance or per month in advance by direct debit.

Storage fees are forfeit once paid and are non-refundable.

## Insurance

Current Third Party Liability insurance must be held for all vessels subject to this agreement. These policies must be produced on request by the vessel owner within 14 days of such request.

## Storage Allocation

Boats and equipment will be allocated storage positions as determined by the Youth Sailing Manager and agreed on by both parties at the commencement of the agreement.

Allocated storage positions are subject to review and alteration at the discretion of the Youth Sailing Manager.

Any change to storage allocation initially designated within this agreement will not result in changes of fees without approval of the vessel owner.

All boats will display supplied tags or stickers displaying their allocated storage location.

All boats are to be stored within their allocated position unless written approval from the Youth Sailing Manager has been obtained. This written approval must be produced on request when requested by any employee of MHYC.

## Limited Liability

Middle Harbour Yacht Club and Youth Sailing will accept no liability for any theft or damage to any boats or equipment stored within the club and its grounds. All boats and equipment stored are the sole and total responsibility of the owner.

## Fees

The fees in the following table are inclusive of GST and represent the total billing amount.

Class	Permanent per month (\$)	Casual per week (\$)
Optimist	55	30
Laser	80	40
29er	100	50
49er	140	70
Other	Price on request	Price on request

## Termination

The Youth Sailing Manger reserves the right to terminate any agreements for reasons such as, but not limited to the following:

- Any vessels stored without a valid agreement
- Storage not utilised
- Vessels not suitable for the aims and objectives of MHYC Youth Sailing
- Vessels not used sufficiently for MHYC club training or racing events, where there is a boat storage waiting list for that class of vessel
- Vessel owner cannot provide a valid class measurement certificate or evidence of insurance within a reasonable amount of time following a request
- Non-payment of storage or membership fees without a reasonable justification
- Failure of the boats owner or user to comply with the MHYC Codes of Behaviour
- Breach of any of the terms contained within this agreement
- Any activity that poses a threat to the local marine environment (includes littering, incorrect chemical storage, messy repairs and general untidiness)

The termination of the agreement by either party will be communicated in writing including email by the Youth Sailing Manger or the vessel owner to the other party.

### **Non-payment of fees and abandoned vessels.**

In the event of non-payment of fees for a period of 2 months, which would involve 2 storage payments in arrears, the vessel will be considered abandoned.

At such a time that the agreement is terminated by either party, the boat owner will remove their vessel within 14 days, or by the end of the calendar month where storage fees are in credit. If the vessel is not removed within this time, it will be considered to be abandoned.

If a vessel meets the criteria for being abandoned as detailed within this document, the vessel will become the property of MHYC as a donation to MHYC Youth Sailing. At this time, MHYC Youth Sailing will retain the right to gift, sell or use this boat at their sole discretion.

Any application for exception, leniency or exemption to the above clause will be considered by the Youth Sailing Committee in a timely fashion.

### **Waiting lists**

Waiting lists will be maintained by the Youth Sailing Manager and will be preferentially organised at the discretion of the Youth Sailing Manager and the Youth Sailing Committee.

Factors considered for this process will include but are not limited to

- Applicants' participation in club training and events
- The overall mission of MHYC Youth Sailing
- Associated volunteering efforts by the applicant

In signing I agree to all of the above terms contained within this agreement.

Vessel Owner: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Type/Class: \_\_\_\_\_

Hull number /registration: \_\_\_\_\_

Vessel user: \_\_\_\_\_

MHYC member number: \_\_\_\_\_

Storage Allocation: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

### ***End of Agreement***

Effective End Date: \_\_\_\_\_

Authorised By: \_\_\_\_\_