

BLACK ROCK YACHT CLUB INC. – BOAT STORAGE AGREEMENT

For further information contact the Club office.

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

I understand that this contract is valid until the completion of the membership season.

I understand by accepting boat storage, I have read and fully understand this agreement and the current conditions of boat storage.

I understand that my vessel is stored in the Club grounds at my own absolute risk and that the Black Rock Yacht Club, Inc. ("BRYC", or "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, paddles, and all gear relating to the vessel stored in the club.

I agree to pay the rental charges fixed by the Club for storage of my vessel and in addition will pay any penalty charges.

I also agree that failure to remove the vessel at the request of the BRYC manager, committee or upon expiration of (or found in breach of) membership or storage terms, the vessel may be forcibly removed at my own cost from the club storage facilities, or utilised at the club's discretion.

I agree that my stored vessel may be removed, at my own cost, from the Club storage facilities, if found in breach of the boat storage conditions.

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 BRYC. (Kayaks / paddleboards exempt).

I acknowledge that storage will be allocated from applicants dependant on how early membership fees are paid & attendance to the September working bees and that adhering to these conditions does not guarantee a successful storage application.

I acknowledge that a number of storage spaces will be kept vacant and in reserve for prospective new members wishing to join the club as sailing members. These spaces are to remain clear and unutilised unless the club specifically authorises otherwise.

I agree that personal road trailers are not to be stored in the yard.

I agree that the boat, while stored, will have and remain on a properly maintained trolley.

I acknowledge that trailer sailers, catamarans, and power boats may not be stored at the club.

I acknowledge that during major events I may be required to remove my boat from the yard at the direction of the club.

If space permits, temporary storage may be assigned under special arrangement with the club office.

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 in its allocated position only.
3. The vessel shall be removed from the Club storage within 7 days of notification from the Club Committee or manager for such reasons as the club may determine including:
 - a. Failure to remain a financial member of the Club.
 - b. Failure to pay any charge imposed by the Club.
 - 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 any previous Agreements.
4. I will remove my vessel from Club storage within 7 days of sale of the vessel. If sold to another member within the Club, storage rights will not transfer to the new owner until a new storage application form is signed and received by the club from new owner.