



PORTLAND YACHT CLUB INC

BOAT STORAGE APPLICATION AND AGREEMENT

I hereby apply to store my boat at Portland Yacht Club Inc. and have paid my membership and boat storage fees. I understand that the allocation of boat storage is at the discretion of the Committee of Management. If my application for boat storage is unsuccessful and a storage space is not allocated, I agree to remove my boat, should it be on the Club premises.

Member / Boat owner Signature: Date:.....
.....

AGREEMENT

BETWEEN: **PORTLAND YACHT CLUB INC.**

AND: Surname..... First Name ("the Member")

Address.....
.....

Boat Class/Type Boat Name

Yard Storage Rates are: \$12/msq **TOTAL:**

1. This form is an Expression of Interest in Portland Yacht Club Yard Storage for the season dated above. It shall be submitted to the Committee of Management as soon as possible.
2. If approved by the Committee of Management, payment is required prior to boats being stored. Unsuccessful applicants with vessels in the yard will be required to remove them prior to the start of the season.

The Club and Member agree:

3. From the date of signing of this agreement by or on behalf of the Club, the Club agrees to allow the Member to store the named boat ("the boat") and its associated equipment on the Club premises subject to payment by the member of the annual membership fee and the storage fees for each year by the due date and compliance with the other terms of this agreement. The member agrees to be bound by all terms & conditions of this agreement.
4. Payment of the storage fee entitles the Member to the use of storage space on the Club premises, as directed by an officer of the Club from time to time. The Club in its absolute discretion may allocate an alternate space at any time during the operation of this agreement without prior notification to the Member.

5. The Club will not be liable for any loss or damage to the boat including associated equipment while stored at the Club, and the boat remains on the Club premises at the sole risk of the Member. It is the responsibility of the owner to secure his/her vessel in the event of severe weather events, to avoid injury or damage to persons or property.
6. The Member warrants to the Club that the boat and associated equipment are in a good & safe condition for storage at the Club premises. The member agrees to hold the Club harmless and to fully indemnify the Club for any loss, suit, claim or demand brought against the Club or any of its members or officials, that has resulted from the storage of the Member's boat and associated equipment, whether in negligence or otherwise.
7. The Member will name spars, sails and associated equipment so they can be easily identified.
8. The Member will cause the boat stored pursuant to this agreement to be actively used in club events.
9. In the event that this agreement is terminated by either party for any reason, or if the boat is sold or removed from the Club premises, the Club (in its sole discretion) may determine whether to refund all or part of the boat storage fee paid by the Member.
10. The Club, in its sole discretion, may terminate this agreement immediately by written notice to the Member at his/her last notified address at any time for such reasons as the Club may determine, including but not limited to the following:
 - the storage fee remains unpaid for 3 months after the due date;
 - the boat is not actively used; or
 - the Member is no longer a financial member of the Club.
11. If the Club has terminated the agreement by notice in writing to the Member and the Member does not remove the boat including associated equipment from the Club premises within 30 days of the date of the notice of termination, the Member authorises the Club as his or her agent to sell or otherwise dispose of the boat and associated equipment and recover from any proceeds all costs associated with the removal, storage, sale or disposal of the boat and equipment ("costs"). Any proceeds of sale remaining after deduction of costs and monies owing by the Member to the Club, shall be remitted to the Member at the member's last known address. The Club may sell the boat and associated equipment pursuant to this provision in any way it deems appropriate, whether by private sale or public auction.
12. I agree that I hold a comprehensive insurance policy on the Boat with a public liability insurance coverage of not less than \$5m, and I will keep it current during the time the Boat is stored at the Club and I agree to make a copy of this policy available to the Club on their request.
13. Short term storage, at the rate of \$20 per week, shall be made available on approval of application. Boat storage form to be completed, signed and given to the Yard Manager.

Signed by Member: Date:

Signed for and on behalf of the Club: Date:

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Please tick if you wish to receive a copy of this Agreement following signature by the Club's representative.