



KURNELL CATAMARAN CLUB Inc.

PO Box 255, Caringbah NSW 1495



Boat Yard Storage Agreement

Boat Owner(s) Full Name			
Boat Owner(s) Full Address			
Boat Owner(s) Phone Number			
Boat Owner(s) Email Address			
Boat Class		Sail Number(s)	
Trailer Registration or VIN Number			
Insurance Company Name	(It is mandatory to have 3 rd party property and 3 rd party personal liability cover for racing)		

Boat Owners must read, agree with and sign this Boat Yard Storage Agreement confirming their full acceptance of the terms and conditions of the Kurnell Catamaran Club Incorporated (KCC) Boat Yard policy on the following pages.

- (1) It is agreed that in the event that storage fees are overdue for a period of three (3) months or more, that the Kurnell Catamaran Club Incorporated (KCC) shall have the right to sell the boat and/or trailer and associated equipment at a sale price determined as fair and reasonable by the Executive Committee of the Kurnell Catamaran Club Incorporated to recover the outstanding Storage Fees and/or Membership Fees. In the event that the sale price exceeds the Fees owed, the remainder of the Sale Price shall be paid to the owner of the Boat. If the Boat Owner cannot be contacted after reasonable written attempts, the sale price difference will default to KCC after a period of nine months after the sale.
- (2) Furthermore, I have read and acknowledge the terms and conditions of the KCC Boat Yard Policy and agree to abide by that policy and this KCC Storage Agreement Contract.

Signature of Boat/Trailer Owner			
Print Name		Date	/ /

Forward a completed copy of the page to the club by mail or by hand to an Executive Committee Member.



Kurnell Catamaran Club Incorporated (KCC) Boat Yard Policy

The following policy applies to storage of all boats, trailers and equipment in the Kurnell Catamaran Club Incorporated (KCC) Boat Yards (herein referred to as the "KCC Boat Yards") comprising 7-9 Ward Street, Kurnell Boat Yard (herein referred to as the "KCC Back Boat Yard") and 310 Prince Charles Parade, Kurnell (herein referred to as the "KCC Front Boat Yard"). The KCC Boat Yard Policy is the rules determining fees, eligibility and priority to store boats, trailers and equipment in the KCC Boat Yards due to limited available storage places.

1. Boat Owner must be a KCC Financial Member and must have pre-paid the "Catamaran Pre-Pay Season Race Fee" for the first full and subsequent years of boat storage.
2. The KCC Boat Yard Storage Agreement must be completed and signed. Boat Yard Storage Fees must be paid and up to date.
3. The Boat must be sailed regularly at KCC. Least regular sailed boats are first to be asked to leave
4. Multi-hulls have preference over all other craft; including trailers etc. "Off the Beach" Catamarans have preference over all craft, including other multi-hulls and trailers.
5. One Boat Yard Storage Fee implies one space (i.e. boat and trailer must be combined to occupy 1 space.)
6. For those who store trailers only or non-multihull craft. These may only be stored if there is sufficient space in the boat yard as determined by the Race Committee. Trailers on their own and non-multihull craft may not be stored in the KCC Front Boat Yard without the written permission of the Race Committee. If you are storing only a trailer or non-multihull craft, you will still be charged as if it is a boat/trailer combination. If other boat/trailer combinations require space in the boat yard, you will be given thirty (30) days notice to exit the boat yard and refunded the unused portion of your boat yard fee as determined by the Treasurer or Assistant Treasurer of KCC.
7. Storage in the KCC Front Boat Yard is at the discretion of the KCC Race Committee who will take into account the frequency of racing of the boat and available space. Owners willing to store boat with mast up (with mast adequately secured including halyards etc. tied off to avoid noise) will be given additional consideration for storage in the KCC Front Boat Yard.

Boat storage, KCC Front Boat Yard – This refers to the area at 110 Prince Charles Parade, Kurnell. This storage is mast up and fundamentally for spinnaker boats. Places are allocated at the discretion of the KCC management committee. An annual fee (Boat storage fee + Race fee pre-paid) applies. Casual storage is not normally available in this area. Boats stored in this area must be secured to prevent movement in extreme wind conditions. Securing arrangements are the responsibility of the owner.

Warning: *there are underground services including 240-volt power mains in this area. Exercise extreme caution when installing tie down points.*

8. Boats in the KCC Back Boat Yard must not store their boats with their masts up. This is a safety issue.
9. Physical security and tie down of boat, trailer and equipment remains the responsibility of the owner.
10. Boats/trailers must be positioned in an orderly manner, with the minimum space between them. Boats must not block the access to other boats and trailers. Masts must not interfere with the access of vehicles.
11. Boats in the KCC Front Boat Yard must not block access to the building or side gates.
12. Owners must abide by oral storage instructions from a member of the KCC Race Committee in regard to Boat Storage.
13. Owners requiring casual storage must provide full contact details and boat/trailer registration to a member of the KCC Race Committee and must still complete a Boat Yard Storage Agreement. Casual storage is at the sole discretion of the KCC Race Committee.
14. All boats and trailers stored must have adequate third party personal and property insurance.
15. The KCC Boat Yard Storage Fees apply from 1st September each year (i.e. when you renew, your boat yard fees will cover you for one year from 1st September). New members who join mid-year and wish to pay yearly will be charged \$1.60 per day to 1st September or the full yearly fee, whichever is the lesser amount. If the Race Season has not passed the 30th November when a Boat enters the Boat Yard they will still be expected to pay the "Catamaran Pre-Pay Season Race Fee" for the current season.
16. Casual KCC Boat Yard Storage, less than thirty (30) days, is subject to availability and discretion of KCC Race Committee and must have a KCC Race Committee member's written approval and is \$1.60 per day with a ten



Kurnell Catamaran Club Incorporated (KCC) Boat Yard Policy

- (10) day minimum and thirty (30) day maximum and must be pre-paid. The KCC Race Committee member will determine the actual storage space and in which boat yard. For KCC Casual Boat Yard Storage, no key will be issued or lent and hence casual storage users must coordinate entry/exit of boats with the KCC sailing dates and times. The KCC Storage Agreement must still be fully completed and signed by the Boat Owner for casual storage.
17. Boat Owners and other persons store their craft and gear at entirely their own risk. KCC and individual Club Members will not accept any liability for loss, theft, material damage, personal injury or death sustained in conjunction with, prior, during, or after the storage activity. Also refer to the KCC disclaimer on the KCC website (www.kcc.asn.au), which additionally applies.
 18. Boat Owners and other persons storing boats; trailer and equipment are responsible for ensuring they lock the gates of the boatyard (and any buildings or other fenced areas, such as the garages of KCC or the Front Boat Yard building and main doors of KCC and side doors of the Front Boat Yard building). If they are the last to leave on a Club sailing day or are sailing at any other time they must secure the yard/building before they leave. On days other than club sailing days the yard and building must be locked at any time that the yard or building is unoccupied.
 19. The offer of Boat Yard Storage is strictly limited and KCC reserves the right to withdraw the offer of storage in one or more of the boat yards in its entirety at any time. Reasonable attempts will be made to contact the boat owner. All boat owners will have a maximum of thirty (30) days from the original notice (which may be mailed or emailed to them and/or posted on one or more of KCC Notice Boards, KCC Website or physically on the boat) to remove their boat, trailer and equipment from storage or it will be evicted. Withdrawal of the storage offer in one boat yard does not automatically entitle the boat owner to store their boat, trailer and equipment in the other boat yard.
 20. In the event that storage fees are overdue for a period of three (3) calendar months the Kurnell Catamaran Club Incorporated shall have the right to sell the boat, trailer and equipment at a price determined by the Executive Committee of the KCC as fair and reasonable.
 21. In the event that a boat, trailer or equipment are sold in accordance with Clause 20 the remainder of the sale price after the deduction of storage fees will be paid to the Boat Owner. If the Boat Owner cannot be contacted after reasonable written attempts by KCC, the sale price difference will default to KCC after a period of nine (9) months after the sale.
 22. Boat Owners storing in the KCC Boat Yards are also subject to additional terms and conditions of the "Occupancy Lease' with the Government. If required, a copy of these lease(s) can be obtained from the KCC Secretary. The fees mentioned in these lease(s) are payable by KCC not the Boat Owner.
 23. Associated trailer- is a trailer used to transport a boat which is currently stored in one of the boat yards on/off beach wheels. The trailer is to be stored in the KCC Back Boat Yard, space permitting. There is an Associated trailer fee that is additional and separate where the trailer is not stored with the boat as one entity.
 24. KCC reserves the right to vary this KCC Boat Yard Policy from time to time. Such changes will be documented on the KCC website and attached or referenced from the current Membership Form.

End of Boat Yard Storage Agreement ----