

OCEAN REEF SEA SPORTS CLUB INC.
AGREEMENT FOR LEASE OF A HARDSTAND BAY
TERMS OF AGREEMENT

1. MANAGEMENT

A Hardstand Committee who will report to Club Management will manage the Hardstand and will be responsible for the allocation of bays, maintenance of the hardstand and control of security to the area.

2. LEASE

Members may lease hardstand bays on an annual basis. The period of the lease will run from 1st March to 28th February following year. Any leases taken after that date will be on a pro rata basis. Should the lessee desire to vacate the hardstand during the time of the lease a refund of the annual fee will be made on a pro rata basis.

The leaseholder whose lease expires will be given the first option to renew the lease at the then current fee, and under the rules and/or conditions which apply at the time of the renewal.

The renewal will only be granted if the Management Committee is satisfied that the terms of the agreement have been observed during the preceding lease period.

The Club reserves the right to close the hardstand at any time if for any reason the land on which the hardstand is located is withdrawn from the Club's lease. The Club will give as much notice as possible under the circumstances, but not less than under Clause 3 hereof

3. TERMINATION

The Club reserves the right to terminate the lease if the lessee does not abide by the terms of this agreement.

One month's written notice is to be given to the lessee by the Club or by the lessee to the Club before termination of the lease. Vacant possession must be given to the Club at the date of termination.

4. INSURANCE

All lessees shall lodge with the Club a copy of their BOAT INSURANCE POLICY with their renewal each year, as a condition of the lease before parking their boat in the hardstand. The Policy shall cover storm and tempest, fire, malicious damage, vandalism, impact first party and public liability to a minimum amount of \$5,000,000.

The Club reserves the right to refuse entry to the hardstand to any boat that has a lapsed insurance policy.

5. RESPONSIBILITY

The Club and its staff and/or officials are not liable or responsible for damage, vandalism, theft or injury to persons or craft incurred while the boat is parked or moved within the hardstand area.

The owners of boats left in the hardstand area give authority to the Club, staff members and/or officials to move their boats in case of non-compliance with **Terms of Agreement**, hardstand maintenance or security requirements or an emergency or to another bay as Management may see fit.

6. SAFETY

The lessee is responsible for the safety and stability of the boat parked and/or with the safety and construction of trailers or jinkers.

Any blocking strutting or temporary supports necessary during refitting or maintenance shall be suitable for the purpose intended.

If in the opinion of the management committee the stability of a boat is deemed to be unsound, the lessee agrees to carry out the committee's instructions without delay

WELDING, SPRAY PAINTING and GRINDING of any kind, are not permitted within the hard stand areas

7. CLEANLINESS

The lessee agrees to keep his Bay clean and tidy and free of rubbish at all times. Cray pots, fish traps, tyres and loose wheels or any items, are not allowed to be stored in the bay, unwanted fish, bait or other items, which may create a smell, must **not** be placed in the Club rubbish bins anywhere.

8. REPAIRS

Repairs to properties required as result of an incident caused by the lessee, eg. Gates, fencing, curbing, roadway, water or power facilities, shall be at the expense of the lessee.

9. REFUELLING

The storing of CONTAINERS of FUEL or REFUELLING is expressly forbidden within the hardstand areas at all times.

10. RIGHT OF ACCESS

The lessee shall consider the rights of other members at all times and maintain access to all other bays.

11. NUISANCE

The lessee must not create nuisance to fellow members, the bosun, or to any Club event, by noise dust or smell.

12. SECURITY

The Club will provide and issue keys and security pin numbers to all lessees.

A \$50 bond will be charged on the issue of keys to the hardstand. The keys must not be duplicated and must be returned on expiration of the lease when the bond will be refunded in full.

It is the lessee's responsibility to maintain security of the pin number. Any violation of this regulation could result in termination of the lease.

A lease holder must be present at all times when having his boat for sale or maintenance and must not involve the Club in the sale or his arrangements.

Allocation of hardstand bays will be by the **Hardstand Committee only**. Swapping of bays or allowing another person to use the lessee's bay without written approval of the Hardstand Committee is not permitted.

13. NEGLIGENCE WHEN OPERATING THE SECURITY SYSTEM

The lessee agrees to pay any costs incurred by the Club due to the negligence by the lessee eg. Forgetting to arm the security system or using the incorrect PIN or other act of negligence causing the security contractor to send an employee to the secured area.

14. FEES

The hardstand fees for lease of a hardstand bay will be reviewed at the February Management meeting.

All boats to be measured before Hardstand Bay Lease approval.

This also apply's to a newly acquired boat by a current leaseholder.

Application and measurement form to be signed by owner and measurer.

A bay lease may be transferable in case of sale of boat to a Club member.

A new "Application for a Hardstand Bay" must be obtained from the office and remitted with all required information.

Overall Maximum Dimensions of Boat and Trailer, Width 2.5M, Length 10M, measured from Foremost point of Tow Hitch to Aft Most Point of Boat including Trailer and Outboard Engine, Boats over this size or with Three or more axle trailers or jinkers are not allowed in hardstand area. Non-payment of fees within 30 days of the due date will terminate lease and boat must be removed from hardstand area forthwith.

15. PARTICIPATION

The hardstand was developed solely for the benefit of **Active Club Members**. It is not intended for use as a long term boat storage area. There is a long waiting list of members wishing to avail themselves of this facility.

It is therefore a condition of acceptance of the lease of a Hardstand bay that the lessee and his/her boat will participate in a minimum of Six Water Based Club Events for 2009-2010 Participation in a club busy bee qualifies as a WBCE

Hardstand gates must be kept closed at all times except when moving boat through gates. Dogs are not allowed in hardstand area.

The Club reserves the right to amend the terms of this agreement from time to time by majority vote at any Management Meeting.

I HEREBY AGREE to abide by the terms of this Agreement.

NAME BAY NO.....

SIGNED.....DATE.....

Log of **“Participation in Water Based Club Events”**

Event 1, Date.....

Event 2, Date.....

Event 3, Date.....

Event 4, Date.....

Event 5,..... Date

Event 6, Date