



Boat Storage Agreement, Terms & Conditions

1. This is an agreement between you (the Licensee) and Titahi Bay Boating Club, Incorporated Society (TBBC).
2. For the duration of a long-term lease, the Licensee must be a financial member of TBBC.
3. For the duration of a short-term lease, the Licensee must be a financial member of TBBC, or another sailing club in the Greater Wellington region.
4. This agreement grants the Licensee the right to store a boat and associated equipment, hereby referred to as 'assets' within the facility (The downstairs boat shed directly beneath the TBBC clubrooms at 33 Onepoto Road, Titahi Bay).
5. A short-term lease grants the Licensee the right to store their assets for four months.
6. A long-term lease grants the Licensee the right to store their assets for twelve months, with a first right to renewal of their storage agreement.
7. The specific location for storage of the Licensee's assets is to be agreed between the Licensee and TBBC and will be described in the agreement.
8. The club shall charge the Licensee a fee to store a boat and associated equipment for a given period. This fee is expected to be paid within 14 working days of issue to the Licensee.
9. Assets that may be stored under this agreement, by the Licensee, are limited to a boat and associated equipment attached when ashore and underway upon a waterway, as follows:
 - a. One boat hull with permanent fixings.
 - b. Two sets of spars and rigging for that boat.
 - c. Two sets of foils, ropes, sails and removable equipment for that boat.
 - d. One trolley, for launching the boat.
10. Outboard motors, motorised equipment, associated hardware and consumables are excluded from clause 9 and are not permitted to be stored by the Licensee under this agreement.

11. One boat shall be nominated for storage by the Licensee, and this boat is not to be replaced with any other boat, except where TBBC and the Licensee have agreed to substitute the boat.
12. This agreement is not transferable to any other person, except with agreement between TBBC and the Licensee.
13. All parties to this agreement shall endeavour to keep the facility in an acceptable standard of cleanliness.
14. The Licensee agrees to participate in club sailing events on a regular basis using their stored boat. This is to ensure that stored boats are used.
15. The Licensee may not undertake work or maintenance on any asset of their assets within the confines of the storage facility, except to make minor alterations and repair work.
 - a. For the sake of clarity, sanding, painting, cutting and the use of solvents is not permitted within the storage facility.
 - b. The Licensee is expected to move assets to another location to do this, and may arrange access with the *boat storage officer* to relocate their assets at a time convenient to both parties.
16. The Licensee shall not damage, utilise, or interfere with any other property not belonging to the Licensee stored in the storage facility, without the prior express permission of the owner of those assets.
17. From time to time, TBBC may issue the Licensee with a door key to access the Licensee's assets within the storage facility, or use them for activities. In such situations where the Licensee accesses the storage facility, they will be responsible for ensuring the security and safety of the facility and its contents, until it is resecured.
18. If storage fees remain unpaid for more than 30 days from the date of invoice, TBBC reserves the right to take possession of, or sell any assets stored by the Licensee, to recover unpaid storage fees.
19. The Licensee is responsible for insurance of their stored assets. All assets are stored at the Licensee's risk, and TBBC accepts no liability or responsibility for any damage or theft of the Licensee's assets from the club's buildings.
20. TBBC may choose to terminate this agreement at any time, without reason or cause.
21. The Licensee may choose to terminate this agreement at any time, without reason or cause.

22. Where the Licensee or TBBC choose to terminate the agreement under clauses 20 or 21, they shall inform the other party with at least 14 days notice prior to the termination date.

23. In the event of termination by either party, or where the lease period has expired, the Licensee shall vacate all of their assets from the storage facility before the termination or expiry of lease takes effect.

24. In the event of termination by either party, it shall be at the sole discretion of TBBC as to whether any proportion of storage fees already paid by the Licensee may be refunded.

The Licensee, _____ and Titahi Bay Boating Club agree to storage of the Licensee's assets, as outlined in the *Titahi Bay Boating Club Boat Storage Agreement, Terms & Conditions*, with the following particulars:

Lease Term: (delete one) Short (4 months) / Long (12 months)

Commencement date of agreement:

Date of lease expiry:

Description of storage location:

Description of stored boat and assets:

Storage Fee:

The Licensee:

Signature:

Date:

TBBC Authorising Officer:

Signature:

Date:
