

SCHEDULE: 1

ROWING EQUIPMENT STORAGE APPLICATION FORM - MEMBER

To be completed by the Applicant and returned to the LMRC Committee.

NAME: _____ DATE: ____/____/____

BOAT TYPE: _____

BOAT MANUFACTURER: _____

YEAR OF MANUFACTURE (if known): _____

NAME ON BOAT (if any): _____

RIGGING TYPE (conventional, wing, quick release): _____

NOTE: LMRC Committee has determined that all new, private boats shall have their riggers removed when stored on racks - unless otherwise approved by the Committee.

2015-16 Storage Fees	1X = \$180.	2X- = \$240.	4X- = \$360
-----------------------------	--------------------	---------------------	--------------------

DETAILS OF OARS & ASSOCIATED EQUIPMENT ALSO REQUIRING STORAGE:

(include number of oars & type, riggers requiring storage)

ENVISAGED USAGE (tick one):

- DAILY
- SEVERAL TIMES A WEEK
- WEEKENDS
- OCCASIONALLY
- REGATTA / RACING

OTHER INFORMATION / SPECIAL REQUIREMENTS:

Signed by the Applicant

SCHEDULE 2

STORAGE LICENCE AGREEMENT – LMRC MEMBER

Date:

Parties: LAKE MACQUARIE ROWING CLUB INC (LMRC)

And

(licensee)

Definition: "The boatshed" means the boatshed occupied LMRC by at the eastern end of First Street Booragul

OPERATIVE PART

1. LMRC permits the licensee to rowing equipment at the boatshed as per the conditions of the LMRC Rowing Equipment Storage Policy and in accordance with this agreement.
2. LMRC permits associated equipment such as boat slings, car cradles, and steps to be stored in the boatshed on condition that such equipment is available for all LMRC members to use free of charge. Car cradle use shall be managed by the Boat Captain.
3. Either party can revoke this licence by giving 14 days written notice to the other party.
4. The licensee will pay a license fee to LMRC, of the amount determined by the Committee at the beginning of each financial year, for a period as determined by the Committee, and will continue to pay the license fee as long as the rowing equipment stored at the boatshed by the licensee remains there.
5. When this licence is revoked, the licensee will remove all rowing equipment from the boatshed and the parties will adjust the licence fee on a monthly pro rata basis having regard to the time that the rowing equipment has been stored in the boatshed.
6. The licensee will repair any damage sustained by the boatshed caused by the licensee, reasonable wear and tear excepted. In the event that the licensee does not repair such damage, LMRC may repair the damage and recover the cost of repair from the licensee in a court.
7. This agreement does not create the relationship between LMRC and the licensee of landlord and tenant. The relationship of bailor and bailee only arises after the licensee has failed to remove the rowing equipment from the boatshed when this licence has been revoked or when this agreement has been terminated. LMRC has a lien over the rowing equipment for unpaid license fees and damages for breach of this agreement.
8. In the event that the licensee does not remove the rowing equipment when this licence has been revoked or when this agreement has been terminated, LMRC may dispose of the rowing equipment under the provisions of the Uncollected Goods Act 1995.
9. The rowing equipment remains in the boatshed at the risk of the licensee. LMRC will not be liable for any damage to or loss of the rowing equipment unless such loss or damage is caused by the wilful act or negligence of LMRC or its servants or agents.
10. When the rowing equipment is removed from the boatshed, the licensee will return to LMRC all keys to the boatshed unless the licensee remains a member of LMRC.

The licensee will not make or retain any copies of the keys to the boatshed. If the licensee fails to return its keys to LMRC, the licensee will pay to LMRC the cost of replacing the lock to the boatshed.

11. The licensee has read and is in agreement with all storage conditions described in LMRC's 'Rowing Equipment Storage Policy'.
12. If the licensee breaches any of these conditions, LMRC may terminate this agreement by notice in writing to the licensee and may recover its losses in a court.
13. This licence agreement is personal to the licensee and is not transferrable.

Signed on behalf of LMRC

Signed by the licensee

Attach: Applicant's Schedule: 1, Rowing Equipment Storage Application Form