



Cockburn Power Boats Association Inc. (the Club)

Application for Hardstand Boat Storage

The Club has a number of hardstand storage bays available for allocation to Club members. Details of the bays and the Terms and Conditions of the Agreement are attached. Your application will be added to a waiting list if a suitable bay is not available at the time of application.

I: _____ Address: _____

E-mail: _____ Mobile Number: _____

CPBA Member _____ (Owner) of the trailered vessel detailed in the Schedule below, hereby apply to the Club for the right to store the trailered vessel within a storage bay to be allocated by the Club and on the terms and conditions of the annexed Hardstand Boat Storage Agreement and House Rules (as amended from time to time).

Schedule:

1. Boat Name: _____

2. Boat Make and Model: _____

Boat Length: _____ Trailer/Boat Overall Length: _____

DOT Boat registration: _____

3. Trailer registration: _____ No of Axles: _____

Term applied for: Yearly to 30 June

(The Owner may apply or accept a renewal offer from CPBA, for another Term in accordance with this Agreement.)

I enclose a certificate of currency for boat insurance covering amongst other things, a minimum of \$10 million public liability.

I confirm that the trailered vessel is registered to me, the Owner and have attached a copy of the current DOT registration.

Signed by the Member/Owner: _____

CPBA Club Membership Number: _____

Dated this _____ day of _____ 201_____

NB: Please attach copies of DOT boat registration and boat insurance certificate of currency.



Cockburn Power Boats Association Inc.

Hardstand Boat Storage Agreement

Between

**Cockburn Power Boats Association Inc. (the “Club”) of 28 Jervoise Bay Cove, Coogee WA 6166
and the Member specified in the attached Application (“Owner”)**

General Terms and Conditions

1. Storage

The Member is granted permission to store the trailered vessel in the allocated bay for the Term subject to compliance with the following.

2. Fees

Fees will be set by the Club from time to time and published on the Club’s website.
The Fees are payable Yearly or Half Yearly in advance.

3. Term

This Agreement commences on the month the Member is allocated a bay and will automatically terminate after the expiry of the Term mentioned in the Application unless terminated or renewed earlier. The Member cannot occupy a bay until a signed copy of the Agreement is received by the Office and the Member must remove the trailered vessel from the allocated storage area within 7 days of completion of the Term.

4. Renewal

The Member may apply or accept a renewal offer from CPBA for renewal of the storage right for an allocated bay, by paying another Term’s Fee prior to the expiry of the Term. Priority will be given to Members renewing for the same allocated bay. Members applying for another allocated bay will join the waiting list for allocation.

5. Early Termination

5.1 The Club may terminate the storage right prior to the expiry of the Term for any of the reasons specified in clause 5.2 below by giving notice to the Member. The Member must remove the trailered vessel from the allocated storage area within one month of the date of the notice and if the trailered vessel is not removed then the Club may take such action as it thinks fit to remove the trailered vessel, rectify or remedy any breaches of by-laws and recover any outstanding fees or expenses.

5.2 (a) The Member ceases to be a financial Member of the Club.

(b) A fee payment is outstanding.

(c) The Member has failed to comply with the House Rules of the Club and having been given notice from the Club has failed to comply with that notice or pay the Club’s expenses in attending to compliance.

6. Suspension

The Member acknowledges that from time to time the storage area may be unavailable due to maintenance or other reasons and whilst the Club will do all things reasonably necessary to avoid inconvenience and will give as much notice as possible, the Member may have to store the Boat elsewhere for a period at the Member’s cost.

7. Care and Security

Whilst the Club has fenced off the main hardstand storage area, installed surveillance equipment and will endeavour to have a Bosun on site, the Member acknowledges that all risk with the trailered vessel and trailer lies with the Member and the Member is responsible for taking all measures necessary to protect the trailered vessel, its fittings and accessories provided such measures do not risk the safety access or well-being of other Members.

8. Insurances

The Member must maintain insurance as specified by the Club from time to time for the Term of this Agreement and the Club may at any time require proof the insurances are being maintained. CPBA should be nominated on your policy as the place of storage.

9. By-laws and Regulations –House Rules

From time to time the Club may publish House Rules or regulations dealing with storage of trailered vessels. Unless otherwise specified, the Club’s House Rules shall become effective on the date they are published and shall be deemed to form part of this Agreement.

10. No Assignment

This Agreement for storage of the trailered vessel is personal to the Member and may not be assigned to a third party.

11. Notices

All communications and notices must be in writing and given by mail or e-mail. It is the responsibility of the Member to notify the Club of any change of address or contact details.

12. No Waiver

This Agreement can only be amended by notice and any waiver of any obligation shall only be effective for that particular instance and shall not operate any further.

In witness Hereof, the parties have signed and executed this Agreement as below:

THE CLUB

THE MEMBER

Name: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Signature: _____

CPBA Membership No: _____

Date: _____

Date: _____

HOUSE RULES FOR HARDSTAND BOAT STORAGE AREAS

The following Rules apply to Members utilising the Hardstand Boat Storage bays:

1. CPBA House Rules applying to all Members apply in addition to these House Rules.
2. Smoking is not permitted anywhere within the Boat Storage areas including within motor vehicles or vessels within the Storage areas.
3. A maximum speed limit of 5 KMPH applies within the Storage areas.
4. Mechanical, electrical and cleaning work on a trailered vessel allocated a hardstand bay at CPBA can be conducted by the Member or a Registered CPBA Contractor in the wash-down bay in the Storage area compound or in the allocated Bays outside the Storage area. Hot or dirty work such as welding, grinding, antifouling, fibreglassing and spray-painting cannot be conducted in the Hardstand Boat Storage areas and can only be conducted in other areas of the Club grounds, with specific approval by the General Manager and with suitable fire and damage prevention provisions taken. All waste materials including rags, filters and containers must be removed from site and disposed of off-site. All spills of any nature must be reported immediately to the General Manager or Bosun.
5. Only Registered CPBA Contractors who have provided current insurance documentation are permitted to work on Members boats stored at CPBA. Registered Contractors can only work on Members boats stored at CPBA during office hours (Monday to Friday 8.30am to 4.30pm) and must record their arrival and departure with the office. Contractor work outside these hours in the company of the Member can be organized through the office.
6. A key deposit shall be paid on allocation and Acceptance of the Storage Agreement by the Club (refundable at termination of the Agreement) and this key shall not be lent or allowed to be used by non-members, or duplicated at any time.
7. The Storage Bay is solely for the storage of the Registered Member's vessel and trailer including accessories thereon and not for the storage of any other personal property. Any tenders stored must be fully contained within the dimensions of the Member's trailered vessel. Members are encouraged to return their trailer (and if room permits, their vehicle) to their allocated storage bay when using their vessel.
8. No fuel containers and fuel other than the vessel's built in fuel tank and portable marine fuel tanks approved to Australian Marine Standards are to be stored on or within trailered vessels. No refuelling is to be conducted within the Club grounds or Hardstand Storage areas.
9. The Member agrees to keep their Bay area clean, tidy and free from rubbish at all times, cray pots, crab nets, tyres and spare wheels etc. must be stored or secured to vessels or trailers and not stored within the Bay.
10. Damage to Club property or other stored vessels and trailers caused by a Member or Contractor is to be reported to the General Manager or Bosun immediately.
11. Overall Maximum dimensions of vessel and trailer will be applicable to the size of the Storage Bay available and greater than 2 axle trailers or jinkers can only be stored outside the Storage Compound. The vessel and trailer must be approved as suitable for the allocated Bay by the General Manager, to ensure that no oversize vessels occupy an unsuitable size Bay. Once approved the dimensions must not be changed without further approval from the General Manager.
12. Trailers or Jinkers must be secured by the use of fixed brakes, chocks or both. Brakes must be functional. Chocks must be situated firmly against the tyre to front and rear of at least one wheel. Chocks should be of a suitable size and design to restrict the movement of the trailer or jinker.

13. Members with boats stored in a hardstand boat storage bay are permitted to use biodegradable cleaning products on their boat, in the hardstand wash-down bay.
 14. Members allocated hardstand storage are required to advise the office when their hardstand bay will be vacant for a minimum period of one month. The General Manager at his discretion can allocate the bay on a temporary basis to another member, with the temporary monthly fee charged being retained by the Club.
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