



SCHEDULE ONE - SOUTHPORT YACHT CLUB INC. BAILMENT AGREEMENT AND INDEMNITY FORM

THIS AGREEMENT is made the (date) _____ day of (month) _____ 20__.

THE PREMISES: Southport Yacht Club Hollywell Sailing Squadron, 1 Marina Crescent, Hollywell, Qld 4216

NOTE: Southport Yacht Club Inc reserves the right absolutely to withdraw boat storage and to remove boats not being used in accordance with this Agreement

Owners Name (If group, person in charge to be nominated)			
Membership Type	<input type="checkbox"/> Gold <input type="checkbox"/> Intermediate <input type="checkbox"/> Cadet	SYC Membership Number	#
Postal Address			
Suburb		State / Postcode	
Home Phone		Work Phone	
Fax Number		Mobile Number	
E-mail Address			
Vessel Name		Sail Number	
Storage Type	<input type="checkbox"/> Etechells (ED) <input type="checkbox"/> Inshore Division (ID) <input type="checkbox"/> OTB Catamaran (OTBC) <input type="checkbox"/> OTB Dinghy (OTBD) <input type="checkbox"/> Cadet (OTBD only) <input type="checkbox"/> Intermediate (All Divisions)		
Allocated Storage Area		Allocated Storage Position	
QT Rego Number		SYC Vessel Rego Number	
Design / Class		Vessel Manufacturer	
Length Overall		Maximum Beam	
Year First Launched		Co-Owners Name	
Insurance Company		Policy Number	
Policy Expiry Date	Date ___ / ___ / ___	Copy of Policy Attached	Yes <input type="checkbox"/> Date ___ / ___ / ___
Outboard Motor Model		Outboard Horsepower	
Year Outboard Built		Outboard Serial Number	
Boat Trailer Make		Trailer Registration Number	

Payment Approved	Yes <input type="checkbox"/> Date ___ / ___ / ___	Receipt Number	
Security Gates Code Issued	Yes <input type="checkbox"/> Date ___ / ___ / ___	Tractor Key Issued	Yes <input type="checkbox"/> Date ___ / ___ / ___
Drivers License Copy	Yes <input type="checkbox"/> Date ___ / ___ / ___	Drivers License No	

This Agreement will commence on ___ / ___ / ___ and expire on 30/04/2019.

In witness whereof the parties hereto have hereunto set their hands and seals on the day and year hereinbefore written.

I (the Bailor) have read and understand and accept the conditions attached to this Agreement and Indemnity

THE BAILOR: PRINT NAME _____ SIGNATURE _____ DATE ___ / ___ / ___

WITNESS: PRINT NAME _____ SIGNATURE _____ DATE ___ / ___ / ___

Signed for and on behalf of SOUTHPORT YACHT CLUB INC. by its General Manager (the Bailee):

THE BAILEE: PRINT NAME _____ SIGNATURE _____ DATE ___ / ___ / ___



BAILMENT AGREEMENT AND INDEMNITY – 1ST MAY 2018 TO 30TH APRIL 2019

BETWEEN: Southport Yacht Club Inc, Macarthur Parade, Main Beach in the State of Queensland (hereinafter called “Bailee”) on the one part
AND: The Owner named in Schedule One hereto being a current financial member of the Southport Yacht Club Inc (the Bailee) and registered yacht owner on the Southport Yacht Club Register of Vessels (hereinafter called “Bailor”) of the other part.

WHEREAS:

- A) The Bailee conducts the business of providing Boat Storage and Launching facilities (“the storage facilities”) at its premises at Macarthur Parade, Main Beach, Queensland (“The Main Beach Premises”) and at its premises at 1 Marina Crescent, Hollywell, Queensland (“The Hollywell Premises”) (referred to collectively as “The Premises”) to allow boats owned by the Bailee and other Boat Owners being current financial members of the Bailee to store and launch boats for regular use on and from The Premises on the terms and conditions outlined in this Agreement.
- B) The Bailee has agreed under this Agreement to permit the Bailor to utilise the storage facilities at the Premises specified in Schedule One, the vessel named in Schedule One (herein after referred to as “the Vessel”) upon the terms and conditions contained in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

ELIGIBILITY AND OWNERSHIP

- 1 The Bailee reserves the right to refuse any vessel (including the Vessel) to be permitted to utilise the storage facilities at the Premises. However, any vessel (including the Vessel) that is granted permission must meet the following requirements:
- 1(a) the Bailor shall be a current and financial Gold, Intermediate or Cadet Member of the Bailee;
- 1(b) in the case of Co-Ownership or Group Ownership of the Vessel, each owner shall be a current and financial member of the Bailee and complete the Bailment Agreement and Indemnity Form, however a “Person-in-Charge” must be nominated on the Bailment Agreement and Indemnity Form and that Person-In-Charge must be a Gold, Intermediate or Cadet Member of the Bailee;
- 1(c) a “fair play” policy exists in regards to ownership. If a member is nominated as the owner or Person-in-Charge of a vessel then they must be the dominant or sole operator of the vessel;
- 1(d) the Vessel must be a sailing vessel listed on the Bailee’s Register of Vessels;
- 1(e) the Vessel must comply with the applicable Australian Sailing Special Regulations for Hull Identification (2017-2021 Special Regulations Part 1 for Racing Boats & 2017-2021 Special Regulations Part 2 for Off the Beach Boats);
- 1(f) the Bailor must pay to the Bailee in advance, any and all fees advertised and/or associated with the use of the storage facilities at the Premises in accordance with the terms of this Agreement.

USE

- 2 The Bailor agrees to the conditions of use of the Premises as follows:
- 2(a) the Bailor shall for the term agreed and specified in Schedule One (“the Term”) be entitled to the use of the allocated vessel storage area as specified in Schedule Four on The Premises (Storage Type) described in Schedule One for the dry storage of the Vessel, the use of the boat launching ramp from The Premises to the Broadwater and the boat-lift crane, if applicable, at the specified premises identified in Schedule One for the purpose of launching and recovering the Vessel;
- 2(b) the Bailor acknowledges and accepts that should the Vessel at The Premises be found in a different section of the storage area that has not been allocated to the Bailor on more than three (3) occasions, that the Bailee may Terminate the Agreement;
- 2(c) the Bailor acknowledges and accepts that storage of the Vessel at The Premises is provided for the sole purpose of enabling active participation in ‘events’ suitable to the type (class) of the Vessel identified in Schedule Two. The ‘events’ are further described in the Bailee’s official ‘Boating Calendar’ published annually by the Bailee;**
- 2(d) the Bailee reserves the right to invoke Clause 23(a) of this Agreement if, in the opinion of the Bailee, the Bailor has not ‘sufficiently complied’ with the sole purpose as outlined in clause 2(b). For the purpose of this Agreement ‘sufficiently complied’ is defined as participation in a minimum of 60% of the Events listed in Schedule Two of this Agreement plus 60% of all ‘SYC Special Events’ that the Bailee hosts for the relevant class for the Vessel - such as Sail Paradise, Trophy races etc as detailed in the corresponding term of the ‘SYC Sailing Handbook’.**
- 2(e) the person nominated as the owner or Person-In-Charge of the Vessel in this Agreement shall be declared as the Person-In-Charge of the Vessel (In accordance with the Australian Sailing prescription to ISAF Rule 46) on all race entry nomination forms for events nominated in Schedule Two of this Agreement and must also be nominated as the “Policy Holder” for the Insurance of the Vessel;
- 2(f) if agreed to by the Bailee, the Bailor may at its own risk in every respect make use of the tractor or boatlift crane made available by the Bailee to assist in launching and retrieval of the Vessel. The Bailor undertakes to ensure compliance with the Rules and Eligibility of crane and tractor use contained in the Rules and Operational Policies of the Hollywell Premises as outlined in Schedule Three of this Agreement. The Bailee acknowledges that the use of the crane and tractor is subject to the Bailee providing the indemnities set out in clause 8 of this Agreement;
- 2(g) the Bailor agrees to volunteer and suitably participate in a minimum of one “clean-up” or “working bee” day organised at The Premises and/or other voluntary activities to the satisfaction of the Bailee;
- 2(h) the Bailor agrees to suitably participate or volunteer for the Bailee during its inaugural “Sail Paradise Regatta”.**
- 2(i) the Bailor acknowledges and agrees to abide by the Rules and Operational Policies of the Hollywell Premises as outlined in Schedule Three of this Agreement or as from time to time may be amended;
- 2(j) the Bailor agrees to abide by the guidelines and etiquette for use of the Club Burgee outlined in the Constitution and/or By-Laws of the Bailee.

INSURANCE

- 3 The Bailor agrees and acknowledges:
- 3(a) the Bailor will, during the Term maintain, at its own cost and expense, adequate insurance for the Vessel, its contents and fittings with an insurer accredited by the Australian Prudential Regulatory Authority;
- 3(b) the policy of insurance referred to at paragraph 3(a) above, must include:
- 3(b)(i) indemnity coverage for the total current market value of the Vessel, its content and fittings;
- 3(b)(ii) indemnity coverage for removal of wreck;
- 3(b)(iii) indemnity coverage of at least \$10,000,000.00 for:
- 3(b)(iii).1 damage to other Vessels;
- 3(b)(iii).2 property;
- 3(b)(iii).3 bodily injury;
- 3(b)(iii).4 public liability.
- 3(b)(iv) if applicable, indemnify coverage for tiedown lines and attachments and lifting straps.
- 3(c) the Bailee may, at any time during the Term or at any time after the termination of this Agreement, require the Bailor to produce to the Bailee or its agent, a copy of the relevant certificate of insurance;
- 3(d) The Bailor acknowledges that the Bailee shall not be liable for any loss or damage howsoever occurring to the Vessel, its contents, or fittings all or which shall be at the Bailors risk alone;
- 3(e) a copy of evidence of insurance coverage as required under Clause 3(a) and (b) of this Agreement shall be provided by the Bailor upon the execution of this Agreement to the Bailee in the form of a policy or letter, in English, from an Insurer or Insurance Broker, providing the Policy Number, Expiration Date and a contact phone number for use by the Bailee in the event of an emergency.

MARKETING / BROKERAGE

- 4 The Bailor acknowledges and agrees as follows:
- 4(a) the Vessel shall not be advertised or offered for sale within the Premises without the prior written approval of the Bailee;
- 4(b) Marine Brokers are not permitted on the Premises without the prior written approval of the Bailee;
- 4(c) the Vessel must not be used for any commercial enterprise without the prior written approval of the Bailee.



REPAIRS AND MAINTENANCE

- 5 The Bailor acknowledges and agrees as follows:
- 5(a) major repairs and/or refits of vessels in the boat vessel storage area are prohibited;
- 5(b) no outside contractors, service organisations or individuals are permitted to work on the Vessel without prior written approval of the Bailee. Even with written approval, any such contractors, service organisations or individuals must sign in and out of the Contractors register maintained by the Bailee whenever on The Premises.

ASSIGNMENT

- 6 This Agreement and the rights conferred upon the Bailor hereunder are not capable of assignment by the Bailor.

ACKNOWLEDGEMENTS

- 7 The Bailee acknowledges and agrees:
- 7(a) the Bailee, its agent or representatives have not provided the Bailor with any advice, warranty and/or representation as to the sufficiency, safety or adequacy of the storage facilities and/or the Premises or any of the services provided by the Bailee;
- 7(b) that when entering into this Agreement, it (the Bailor) has conducted its own research and obtained its own advice in respect of the sufficiency, safety or adequacy of the storage facilities and the Premises, any of the services provided by the Bailee and this Agreement and that it has not relied on any advice, warranty or representation made by the Bailee or any of its agents or representatives as to the sufficiency, safety or adequacy of the storage facilities and the Premises and/or services provided by the Bailee and this Agreement when entering into this Agreement;
- 7(c) that the Vessel is stored at the Premises at the Bailor's own risk and the Bailee will not be responsible for any loss or damage to the Vessel, its contents or fittings howsoever caused including, but not limited to, by reason of any theft, accident or Force Majeure;
- 7(d) that it utilises the Premises (including the storage facilities) at its own risk and that the Bailee is not responsible for any loss or damage of any description to the Vessel, the contents of the Vessel or any other property owned by the Bailor that may be present on or in the Vessel or the Premises for any reason whatsoever, including, but not limited to, by reason of any theft, accident or force Majeure.

INDEMNITY

- 8 The Bailor acknowledges and agrees as follows:
- 8(a) the Bailor agrees to fully indemnify and keep the Bailee indemnified against any damage, loss or liability including any legal fees incurred by the Bailee on a full indemnity basis whatsoever and howsoever arising by, through or in connection with the storing, launching or moving of the Vessel, the use of the Vessel and/or the use of any of the Premises of the Bailee (including, but not limited to, the storage facilities and the use of the tractor and boat lifting crane);
- 8(b) the Bailor agrees to fully indemnify and keep the Bailee indemnified against any and all loss, damage, cost, expense, claim or injury (fatal or non fatal) to person or personal property (including the Vessel) or liability including any legal fees incurred by the Bailee on a full indemnity basis whatsoever and howsoever arising and suffered either by the Bailee, its agents, employees, contractors or otherwise or the Bailor or any of the Bailee's or the Bailor's crew, guests visitors, invitees or licensees or any of them or any other person or persons whatsoever by, through or in connection with the storing, launching or moving of the Vessel and/or use of the storage facilities and/or the Premises (including the use of the tractor and boat lifting crane);
- 8(c) should the Bailee or its agent, employees and/or contractors suffer or incur or become liable for or should demand be made on the Bailee or its agent, employees and/or contractors for any loss, damage, costs, expenses or liability whatsoever by reason of any act or omission on the part of the Bailor or the Bailor's invitees, agents, employees, crew, guests, visitors or licensees, or any person for whose actions the Bailor is vicariously liable, the Bailee or its agents, as the case may be, shall be entitled to a lien upon the Vessel and its equipment and contents as security for performance of the Bailor's obligations under this Agreement (including clause 8) and may, at the Bailor's own expense, detain the Vessel until the Bailor's obligations under this Agreement (including clause 8) have been satisfied in full or to the satisfaction of the Bailee or the Bailor has offered reasonably acceptable substitute security to the satisfaction of the Bailee;
- 8(d) the Bailee shall not either directly or vicariously nor shall any of its servants, agents or invitees be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the Bailor or any invitee, licensee or guest of the Bailor in or about or while crossing over or going through storage facilities and/or the Premises or any other property for the purpose of gaining access to the Vessel or the storage facilities and the Bailor agrees to indemnify and to keep indemnified the Bailee from claims, loss, damage, costs (including legal costs on a full indemnity basis), expenses or liability arising from such injuries, loss or damage;
- 8(e) the Bailor shall not allow any person or persons including its servants, agents, guests or invitees to operate any equipment or facilities owned by the Bailee or on or at the Premises and agrees to indemnify and to keep indemnified the Bailee from claims, loss, damage, costs (including legal costs on a full indemnity basis), expenses and liability arising from any injuries, loss or damage attributable to any act or negligence on the part of the Bailor in the allowance of any third party use of such equipment or storage facilities and/or the Premises.

ADDITIONAL SECURITY

- 9 If the Bailor is a company, the director/s of the company ("the Guarantor") must also execute this Agreement and, upon execution of this Agreement, hereby undertake and guarantee the payment by the Bailor to the Bailee of all and any monies payable by the Bailor to the Bailee under this Agreement, including, but not limited to, any fees owing to the Bailee pursuant to the terms of this Agreement and/or loss or damage suffered by the Bailee and further, hereby undertakes and guarantees the observance and performance by the Bailor of all the terms, covenants and conditions of this Agreement either express or implied including the indemnities provided by the Bailor to the Bailee.
- 10 The Bailor hereby acknowledges and agrees that the Bailee may, at any time and, as security for the payment of all monies due and payable under this Agreement, register a security interest over the Vessel, pursuant to the provisions of the Personal Property Securities Act 2009 (Cth) ("PPSA") and hereby unconditionally authorises the Bailee to register such security interest over the Vessel in accordance with the PPSA upon the execution of this Agreement. The Bailor's unconditional authority for the Bailee to register a security interest in accordance with the provisions of the PPSA is not affected by any other clause contained in this Agreement or the giving of any other security by the Bailor to the Bailee pursuant to the terms of this Agreement, including any guarantee provided.

ENTIRE AGREEMENT

- 11 This Agreement, including all of its amendments and schedules, constitutes the entire Agreement between the parties with respect to the subject matter thereof and contains all of the representations, warranties, covenants and agreements of such parties. Such agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements with respect to such subject matter. There are no representations, undertakings, covenants or agreements between the parties, express or implied, except as herein contained.
- 12 Each of the Parties hereby covenants and irrevocably acknowledges that it has not been induced to enter into this Agreement by any statement, warranty, representation, understanding, act, omission, fact, matter, thing or conduct by or on behalf of any person or Party other than expressly recorded in this Agreement.

WAIVER

- 13 A party's failure or delay to exercise a power or right under this Agreement does not operate as a waiver of that power or right.
- 14 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 15 A waiver is not effective unless it is in writing.
- 16 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

WARRANTIES

- 17 The Bailor warrants that:
- 17(a) it has read, understood and agrees to be bound by the terms and conditions of this Agreement;
- 17(b) it will do all things necessary to give effect to the Agreement;
- 17(c) the Vessel is in a seaworthy condition and is registered, identified, marked, equipped and will be maintained as required by law at all times during the Term.

JOINT AND SEVERAL LIABILITY

- 18 Unless otherwise expressly provided, all covenants and agreements on the part of two or more parties, or on the part of two or more persons who comprise a single party shall be deemed to bind each of them jointly and severally.



COST OF AGREEMENT

19 The Bailor shall be responsible for all costs, charges and expenses of and incidental to the negotiations, preparation and stamping of this Agreement and of any collateral securities thereto and those costs, charges and expenses which in the Bailee’s opinion may be necessary, desirable or called for to protect or safeguard or in any way to aid, assist or advantage the rights, powers and remedies conferred upon the Bailor under this Agreement.

NOTICES

20 Any Notice, communication or other document authorised or required to be given or served pursuant to this Agreement (“A Notice”) shall be either:

- (i) personally served on the party or an officer of the party to whom it is given;
- (ii) mailed to the party by prepaid certified post;
- (iii) sent to the party by email transmission.

21 The address for service of a Notice on a party shall be such address as may from time to time be notified in writing by that party to the other party and unless so notified shall be the address specified in Schedule One.

APPLICABLE LAW

22 The interpretation and construction of this Agreement shall be governed and determined in accordance with the laws of the State of Queensland and the parties hereby submit to the non-exclusive jurisdiction of the Courts of the State of Queensland.

TERMINATION

23 This Agreement may be terminated in the following manner:

23(a) if the Bailor is in arrears in the payment of any monies payable pursuant to this Agreement or breaches any provision of this Agreement the Bailee may forthwith or at any time thereafter without notice or suit enter upon the Storage Area to remove the Vessel from the Storage Area and to move or otherwise store the Vessel in an alternative place as determined by the Bailee at its discretion PROVIDED ALWAYS that the cost of such removal and/or storage plus all monies then owing under this agreement shall be paid by the Bailor before delivery of the Vessel by the Bailee to the Bailor. While all care will be taken during any such movement or removal the Bailee shall not be responsible or liable at the suit of the Bailor for any damage or loss which results from any such movement or removal;

23(b) by either party by giving the other party thirty (30) days written notice of the termination of this Agreement.

REFUNDS

24 No refunds for Bailment fees paid under this Agreement will be entitled upon termination except where:

24(a) the Bailee terminates the Agreement pursuant to Clause 23(b), in which case a pro rata refund will be made available from the time that a suitable replacement Bailor is found to the satisfaction of the Bailee.

24(b) Upon termination & refund, the Bailor will be responsible for all future payments for Club Racing, either by a Casual Entry or Series Entry - no pro rata rates apply.

This Agreement will commence on _____ / _____ / _____ and expire on 30/04/2019

In witness whereof the parties hereto have hereunto set their hands and seals on the day and year hereinbefore written.

I (the Bailor) have read and understand and accept the conditions set out on in this Agreement and Indemnity

THE BAILOR: PRINT NAME _____ SIGNATURE _____ DATE ____ / ____ / ____

WITNESS: PRINT NAME _____ SIGNATURE _____ DATE ____ / ____ / ____

THE GUARANTOR: PRINT NAME _____ SIGNATURE _____ DATE ____ / ____ / ____

WITNESS: PRINT NAME _____ SIGNATURE _____ DATE ____ / ____ / ____

Signed for and on behalf of SOUTHPORT YACHT CLUB INC. by its General Manager (the Bailee):

THE BAILLEE: PRINT NAME _____ SIGNATURE _____ DATE ____ / ____ / ____



SCHEDULE TWO – SYC EVENTS INCLUSIVE IN BAILMENT FEE

INTERNATIONAL ETHELLS CLASS YACHTS (ED)

1	2018/2019 ED Gold Coast Fleet Offshore Championships
2	2018/2019 ID JAM Twilight Series
3	2018/2019 ID RTC Series
4	2018/2019 ID Brass Monkeys
5	2018/2019 ID Passage Series
6	2018/2019 ID Winter Series

INSHORE DIVISION TRAILABLE YACHTS (ID)

1	2018/2019 ID Passage Series
2	2018/2019 ID JAM Twilight Series
3	2018/2019 ID RTC Series
4	2018/2019 ID Brass Monkeys Series
5	2018/2019 ID Winter Series

OFF THE BEACH CATAMARANS DIVISION (OTBC)

1	2018/2019 OTBC Club Championship Series
2	2018/2019 OTBC Passage Race Series
3	2018/2019 OTBC Winter Series

OFF THE BEACH DINGHY DIVISION (OTBD)

1	2018/2019 OTBD Club Championship Series
2	2018/2019 OTBD Sprint Series
3	2018/2019 OTBD Polar Bear Series
4	2018/2019 OTBD Junior Sunrise Series

SCHEDULE THREE - RULES AND OPERATIONAL POLICIES OF THE HOLLYWELL PREMISES

USE OF THE TRACTOR AND CRANE

Use of the Crane and/or Tractor is limited to authorised Agreement Holders.

Only the Authorised Agreement Holder may operate the Crane or Tractor.

All agreements for use of the Tractor or Crane must be renewed before this equipment is used. A list of accredited users will be posted on the Noticeboard, and use of this equipment by any other person is expressly prohibited. Any accredited person who permits unauthorised use of this equipment (eg: loaning of tractor keys or failing to lock the crane after use) will have their privileges of use suspended or terminated immediately. Owners of boats in storage entitled to and wishing to use the Tractor and/or Crane must undergo training (by arrangement with the Hollywell Sailing Office) and complete an Agreement of Use. Agreements are only valid for the duration of the Bailment Agreement and Indemnity.

MARINA, SLIPWAY AND HARDSTAND

In addition to the Terms and Conditions of the Bailment Agreement and Indemnity, the following conditions apply to all boats in Storage:

- 1) Please keep halyards off the mast. Failure to do so is very poor maritime etiquette and inconsiderate of our neighbours. Sailing Office Staff may board any boat causing noise or other inconvenience and undertake any action necessary to rectify the problem.
- 2) Littering will absolutely not be tolerated, either in the compound or on the water. Ample rubbish bins are provided around the compound, if you move one to your boat to tidy-up please return it to its original location after use.
- 3) The Marina is for the short-term berthing of boats to facilitate loading and unloading of equipment and crew only. Appropriate non-marking fenders must be used at all times.
- 4) Overnight berthing is prohibited.
- 5) Children under 16 are not permitted in the compound or Marina area unless under the supervision of an adult.
- 6) The Crane Launching Area at the western side of the Marina is to be kept clear at all times and berthing is prohibited.
- 7) Please be considerate of other users, especially at times of increased demand. Avoid restricting access to other users of the Marina or Slipway or Hardstand area by planning the launch and retrieval of your boat as efficiently as possible.
- 8) Hoses and fittings are provided for the convenience of all users. Please do not tamper with or remove these fittings under any circumstances, except to remove the spray nozzle when attaching motor flushing earmuffs. Please wash down boats and flush motors on the launching ramp rather than the driveway or grassed areas to prevent soft areas becoming mud and salt damage to the lawns. Please ensure taps are fully turned off with hoses coiled on their hangers after use and try to keep water usage to a minimum.
- 9) All Trailers must be kept in sound working order. Jockey Wheels must be in place, trailer couplings must be serviceable and tyres must be kept inflated to recommended pressure.
- 10) No other equipment, including dinghies, tyres, eskies, sails, fuel tanks, or any other debris is to be left on the ground. Any such items may be moved onto a boat in storage or discarded at the discretion of the Hollywell Sailing Staff without notice.
- 11) Car Parking is not permitted at any time within the grounds, except for vehicles displaying a Disability Parking Permit, which may park in front of the Caretakers Residence just inside the gates. All other vehicles and trailers may enter for the purpose of loading and unloading only.
- 12) All vehicles are strictly prohibited from the grassed rigging area adjacent to the Clubhouse at all times. Owners are requested to minimise driving on the grassed hardstand area to minimise wear. The speed limit for all vehicles (including the Tractor) within the compound is 5km/h, or walking speed. Reckless use of vehicles in the compound may result in suspension or termination of Boat Storage and/or Membership and/or the Bailment and Indemnity Agreement.
- 13) The privilege of having the Confidential Security Gate Codes, holding keys for the tractor and crane creates responsibility upon the user to ensure that the premises and equipment are securely locked after use. Even if you think you may not be the last to leave the Club towards the end of the day, please ensure that all doors and gates are locked before you leave. Keys are not to be loaned to anyone, and you must advise the Hollywell Sailing staff immediately if your keys are lost or stolen.



- 14) If you have permitted someone else to take your boat out when you, the registered Bailor, will not be accompanying them, we ask that you notify the Sailing Office before they come down, as use of the Tractor and Crane will not be permitted.
- 15) Except for Registered Guide and Assistance Dogs, animals are not permitted in the compound. Owners may transfer their pets directly from their vehicle to their boat, but pets must not be allowed free in the compound.
- 16) Fishing is not allowed off the marina or beach area at the Premises.
- 17) Only Registered SYC Support Vessels are allowed to be launched & or retrieved. No other Powerboat is allowed to be launched & or retrieved without prior permission granted by Management.
- 18) Any Member subjected to disciplinary action under the Club's Constitution or By-Laws may have their privileges or access to the Premises revoked at any time.

SCHEDULE FOUR – ALLOCATED AREAS OF THE SYC HOLLYWELL PREMISES

