



**SCHEDULE 3**  
**YARD HARDSTAND AGREEMENT**  
**GEELONG WESTERN BEACH BOAT CLUB Inc**  
A0003845R

**Between**

**Geelong Western Beach Boat Club Inc** of Western Foreshore Road, Western Beach Geelong (the Club)  
and

**Given Names:** ..... **Family Name:** .....

**Address:** ..... **Post Code:** .....  
(the Owner)

**In this Agreement**

**Boat means:-** ..... (name/registration)

**Commencement Date means:-** .....

**Fee means: - \$** .....

**Owner means: -** The owner of the Boat and any person acting on his or her behalf.

**Payment of Fee: -** Weekly  or Monthly

**Permitted Area means: -** .....

**Permitted Use means: -** Boat Repairs  Maintenance  Storage

**Agreement**

The Club agrees to permit the Owner to use the Permitted Area for the Permitted Use for the Term from the Commencement Date on the terms and conditions of this Agreement. The Owner agrees to comply with the terms and conditions of this Agreement.

**Signature of the Parties**

**Owner:** .....

**The Club** ..... **Date** .....

.....  
**Full name of person signing for the Club**



**TERMS AND CONDITIONS**  
**GEELONG WESTERN BEACH BOAT CLUB Inc**  
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**Owner's Obligations**

- (1) The Owner must:–
  - (a) pay the Fee in advance commencing of the Commencement Date;
  - (b) not use or allow the Permitted Area to be used other than for the Permitted Use;
  - (c) not do or allow anything which may cause nuisance or disturbance on or damage to the Club's premises, adjoining premises or members of the Club;
  - (d) keep the Permitted Area free of rubbish and in a clean, tidy and safe condition;
  - (e) not keep or use chemicals, flammable liquids or other hazardous materials on the Permitted Area except as reasonably necessary for the Permitted Use;
  - (f) not create a fire hazard;
  - (g) comply with any act or regulation applicable to the Permitted Use and the Club's Rules and By Laws; and
  - (h) not assign or transfer this Agreement without first obtaining the written consent of the Club.

**Extension of Term**

- (1) The Club and the Owner may agree in writing to extend the Term
- (2) If the Term is extended the Fee for the extension will be the amount agreed on by the parties.

**Termination of Agreement**

- (1) The Club may end this Agreement:–
  - (a) without notice to the Owner if the payment of the Fee is overdue by more than 14 days; and
  - (b) if the Owner fails to comply with the terms and conditions of this Agreement and the default is not remedied within 14 days after written notice of default is given to the Owner.
- (2) The Owner may end this Agreement prior to the end of the Term by giving 14 days written notice to the Club.

**Indemnity**

- (1) The Owner releases the Club from and indemnifies the Club in respect of any direct, indirect or consequential claim, action, damage, costs, expenses, loss, injury or death for which the Club is or may become liable to any person arising from:–
  - (a) the use of the Permitted Area by the Owner;
  - (b) any negligent, careless, reckless or wrongful acts or omission of the Owner; or
  - (c) a breach of this Agreement by the Owner.

**Removal of Owner's Property**

- (1) When this Agreement ends the Owner must immediately remove his or her boat, materials, plant, equipment and personal belongings from the Permitted Area.
- (2) If the Owner fails to comply with clause 5 within 28 days after written notice of default is given to the Owner by the Club the Club may:–
  - (a) remove the Owner's property from the Permitted Area and store it at the Owner's risk and expense; and
  - (b) sell the Owner's property.
- (3) If the Club sells the Owner's property it will:–
  - (a) use its best endeavours to sell for its market value; and
  - (b) pay the proceeds of the sale less any amount due by the Owner to the Club and reasonable selling expenses to the Owner.
- (4) The Owner appoints the Club as his or her authorized representative with power to do all things necessary to exercise its right pursuant to this Agreement to remove the Owner's property from the Permitted Area and store and sell the property on the Owner's behalf.

### **Notice**

- (1) A notice required to be given to the Owner must be in writing and sent by pre paid post or email to the last known postal or email address of the Owner.
- (2) A notice will be deemed to be served 72 hours after posting or emailing.