



FITZROY MOTOR BOAT CLUB INCORPORATED

305 – 375 Quay Street, Rockhampton 4700
Tel: 07 4922 2636
Mob: 0412 237826
Email: fitzroymbc@gmail.com

ABN: 56 365 095 248
AIN: IA02482

FORM 11 MAINTENANCE YARD AGREEMENT

THIS AGREEMENT signed on this _____ day of _____, 20__
AT ROCKHAMPTON, QUEENSLAND.

BETWEEN

THE FITZROY MOTOR BOAT CLUB INCORPORATED (herein known as "FMBC")

AND

THE VESSEL OWNER OR OWNER'S AGENT AS DESCRIBED IN SCHEDULE 1 (herein known as "the owner")

WHEREAS

The FMBC has a Maintenance Yard to facilitate **MAINTENANCE** or **REPAIR** of vessels on FMBC land, and

- (a) the vessel owner wishes to utilise and pay for the use of the said Maintenance Yard, and
- (b) the FMBC and the vessel owner herein record the terms of their agreement for the use of the facilities.

Then herein shall be known as "THE AGREEMENT".

THE AGREEMENT

1. **MEMBERSHIP:** Only Boat, Life or Honorary Life members may utilise the Maintenance Yard facilities. They **MUST** have been a member for a minimum of twelve (12) concurrent months immediately preceding application to use the Maintenance Yard facility and must remain a financial member whilst the vessel is in the Maintenance Yard.
2. **APPLICATION:** All eligible members (as listed above) wishing to utilise the Maintenance Yard **MUST** make written application (on the relevant form) to the Management Committee and be approved prior to placing any vessel in the Maintenance Yard.
3. **SECURITY BOND:** The Owner shall deliver unto the FMBC a security bond of One Thousand Dollars (\$1,000.00) prior to the vessel being placed in the FMBC Maintenance Yard.
4. **EQUIPMENT:** The vessel owner will be required to provide all equipment and tools necessary to complete the required work. Including, but not limited to:
 - (a) electric leads, power tools, welders;
 - (b) trestles, planks, ladders;
 - (c) water blaster or hire of the FMBC's water blaster, at the then going rate;
 - (d) all chocking blocks and bracing for the security of the vessel.
5. **INDEMNITY:** The vessel owner shall:
 - (a) indemnify the FMBC against any theft, loss, damage or other responsibility of the vessel whilst the vessel is in the Maintenance Yard;

- (b) be responsible for all insurance whilst the vessel is in the Maintenance Yard;
 - (c) be responsible for any visitors, workmen, or other persons on the vessel work site. (The vessel work site shall be defined as the area being utilised by the vessel owner for work on the vessel.)
6. **FEES:** The vessel owner shall ensure that the FMBC is paid in advance in accordance with the scale of fees at the current rate and any increases as they arise.
7. **DEFAULT:** Should the vessel owner not pay the FMBC's fees or charges for a period of twenty eight (28) days the FMBC may forward to the vessel owner a Notice of Default requiring the removal of the vessel from the FMBC's yard and payment of all outstanding fees and charges. The vessel owner hereto acknowledges that the Notice of Default referred to in clauses 7 and 8 hereof may be served upon the vessel owner in the manner provided for under the law of the State of Queensland as amended from time to time.
8. **ABANDONMENT OF VESSEL:** Should all fees and charges not be paid, or the vessel not removed from the Maintenance Yard within one (1) calendar month from the service of the Notice of Default, then the vessel, stored materials, tools and other equipment contained in and around the vessel shall be deemed to be abandoned.

Upon the vessel being deemed abandoned, the FMBC shall be authorised to sell the vessel and associated materials and equipment by auction.

The proceeds from the auction shall be distributed in the following manner:

- (a) firstly, to any agent hired by the FMBC and involved in the auction or removal of the vessel;
- (b) secondly, to the FMBC to recover any costs associated with the removal of the vessel or in the payment of any outstanding fees, levies or charges; and
- (c) thirdly, to the owner any monies remaining after the enactment of clauses 8(a) and (b) above.

NOTE: If after distributing funds as per 8(a) and (b), the FMBC is still owed money, this remains as an enforceable debt to the FMBC.

9. **BREACH:** Upon the breach of any of this Agreement, the FMBC Management Committee or their agent shall have the power to:
- a. direct that all forms of maintenance, repair or other work on the vessel be ceased immediately; and
 - b. direct the immediate removal of the vessel from the aforesaid Maintenance Yard;
 - c. take possession of the security bond as paid by the Vessel owner and now forfeited to the FMBC.

(The above action at no time limits any legal action by the FMBC against the vessel owner, for any compensation or reparation as deemed necessary.)

10. **WORK AREA:** The member is responsible for maintaining the allocated site. The area must:
- a. be kept in a neat and tidy state at all times, including mowing;
 - b. comply with Workplace Health & Safety Act and Regulations as amended.

I HAVE READ AND ACKNOWLEDGE TO ABIDE BY THE ABOVE AGREEMENT

VESSEL OWNER'S SIGNATURE _____

DATE: _____