STORAGE PERMIT
CCYS Trailer Park and Storage Sheds

Cairns Cruising Yacht Squadron Ltd

42 – 48 Tingira Street Portsmith Qld. 4870 ph: (07)40355115 email: sailing@ccys.com.au

Full Name……..

Residential Address……..

Postal Address……..

Phone………………………………… Mobile…………………………………… Work…………………………………………..

Email Address…………………………………………………………………………………………………….

Property Details (vessels)

Vessel Name………………………………………………………………… Type Sail/multihull ❑   Trailer Sailor ❑   Motor ❑

Length……………m. Beam………………m Draft………………m

Registration No……………………………………………….Make………………………………………………

Insurance   Comprehensive ❑   Third Party, liability, fire and salvage ❑

Insurance Company…………………………………………………… Policy Number…………………………………………

Expiry Date………………………………………**Please Note:** A copy of current Insurance need not be provided if storing the Property (subject to the terms in Item 6 below)

Property Details (trailers, motor bikes, motor vehicles, outboard motors, other)

Description (eg make, model, colour) …………………………………………………………………………………….

Registration No……………………………………………….VIN…………………………………………………………………

Insurance   Comprehensive ❑   Third Party, liability, fire ❑

Insurance Company…………………………………………………… Policy Number…………………………………………

Expiry Date………………………………………**Please Note:** A copy of current Insurance need not be provided if storing the Property (subject to the terms contained in Item 6 below)

Booking Details

CCYS Membership No………………………….

Storage Bay No……………….. Trailer Park/Storage Shed …………………………………Key No………………….

Other (eg sticker)……

Permit Commences …………/…………/…………… Permit Expires …………../…………../…………..

Or Week to Week ❑   Month to Month ❑   Yearly ❑ (pile moorings and trailer park only)

Storage Fee Rate $................................ Per Day ❑   Per Week ❑   Per Month ❑   Per Year ❑

Amenities Key Required   Yes❑ No❑   Key No…………………………….

Total Due $...

I, the applicant declare that my details are true and correct.

Signed…………………………………………………….. Date……….. /……… /……………

Print Name…………………………………………………………………………………………..

Office use only

Form fully completed ❑   Insurance certificate copied ❑   Key issued ❑

Fee $…………………….   Amenities Key $………………   Trailer Park/Storage Key $…………………….   Total $………………………

Payment Received   cash ❑   Receipt No………………………………… credit/debit ❑

Received by……………………………………………………………Date………/………/……………

CAIRNS CRUISING YACHT SQUADRON – CONDITIONS OF STORAGE PERMIT

1. CCYS occupies the trailer park and storage sheds in Tingira Street Portsmith and has all the necessary authority to permit the applicant to use the trailer park and the storage sheds on the terms set out in this permit.

2. Use of the facilities is a privilege extended to members who comply with these terms and CCYS' By-laws. The facilities are to be used by members only.

3. Subject to payment of the fee and compliance with all terms of this storage permit, CCYS permits the applicant to secure the Property in the trailer park or the storage sheds on and from the commencement date until this storage permit expires or there is non-payment of outstanding fees (see item 8 below).

4. CCYS can terminate this storage permit at any time by giving written notice of one day for weekly permits, one month for monthly permits and three months for yearly permits. Notice will be sent to the postal address of the applicant. CCYS is not required to give any reason for termination of this storage permit prior to the expiry date.

5. On the expiry date or earlier termination of this storage permit the applicant must:
   5.1 attend to payment of any unpaid part of the fee due up to that day;
   5.2 return the trailer park/storage bay key and amenities key (if applicable);
   5.3 remove the Property from the trailer park and/or storage sheds; and
   5.4 remove all other property of the applicant from the trailer park or storage sheds and leave it/them in a clean and tidy state.

6. The applicant warrants and undertakes to CCYS:
   6.1 The applicant owns or is lawfully entitled to possession of the Property;
   6.2 The Property is not storing in/with or includes any dangerous or illegal goods and substances;
   6.3 That if LPG gas or other similar gas fuelled heating or cooking facilities is stored in/with the Property, the trailer park or storage sheds, then all of those facilities comply with the Petroleum and Gas (Production and Safety) Act 2004 (Qld) and any regulations, or if applicable, comparable international standards.
   6.4 Where the Property is:
      (1) insured, the Property has current liability insurance against liability for total loss or damage to property and for the death or injury to any person caused by, through or in connection with the Property to at least $10,000,000 and a copy of the insurance policy or certificate of currency is lodged with this application; or
      (2) uninsured, CCYS has no liability for any loss or damage to the Property for any reason whatsoever, and in both clauses 6.4(1) and 6.4(2) the applicant stores the Property at its own risk.
   6.5 The applicant and Property will not cause any nuisance or annoyance to other occupiers of any of the facilities, the trailer park, the storage sheds and CCYS.
   6.6 The applicant agrees to be bound by the constitution and By-laws of CCYS.
   6.7 If required by CCYS (or its authorised agent) the applicant must move the Property to another location or better secure the Property in the trailer park or storage sheds or within the facilities operated by CCYS as directed by CCYS. If CCYS is required to move the Property from or better secure the Property in the trailer park or storage sheds (for example there is a cyclone warning with destructive winds and a warning is made by the Cairns Harbour Master or other regulatory body) and the applicant is not contactable within the time required for CCYS to move or better secure the Property, the applicant authorises an authorised agent of CCYS to move or better secure the Property as required by the request made by CCYS. CCYS will not be required to give any reason to the applicant for the requirement to move or better secure the Property in which case the indemnity in item 10 extends to protect CCYS from liability and any costs incurred by CCYS in the moving or better security of the Property must be reimbursed within 5 business days by the applicant on receipt of a valid invoice for those costs from CCYS.

7. All storage fees are payable in advance.

8. The applicant acknowledges and agrees that if the applicant fails to return to collect the Property and pay an instalment of the storage fee when due, CCYS has the following rights:
   8.1 the right to retain the Property as security under the Storage Liens Act 1973 (Qld) pending payment of the storage fee in full and any other costs incurred by CCYS (the Fees);
   8.2 the storage fee continues to be payable and must be paid by the applicant at the rate specified in this storage permit until the Fees have been paid to CCYS in full;

8.3   where the applicant has failed to pay the Fees in full within 3 months of CCYS being entitled to a storer's lien over the Property (other than a motor vehicle), CCYS has the right, after complying with the required notice and advertising requirements, to sell the Property by public auction to recover the Fees; and

8.4   CCYS is entitled to register its interest in the Property (including a motor vehicle) on the Personal Property Securities register and a release will only be provided once the Fees have been paid to CCYS in full.

9.   In consideration of CCYS permitting the applicant and to store the Property in the trailer park or storage sheds the applicant indemnifies and agrees to keep indemnified CCYS from and against all claims arising against CCYS, its members or others caused by the applicant, the storage, use or access to the trailer park or storage sheds from whatever cause.

10.   The applicant acknowledges that CCYS or its agents are not liable in negligence or otherwise, for any injury, loss or damage sustained or suffered by the applicant or the Property or any invitee, licensee or guest of the applicant in any way associated with the applicant or the use or access to the Property stored in the trailer park or storage sheds, and the applicant indemnifies and agrees to keep CCYS indemnified from any claims arising from any injury, loss or damage.

I, the applicant, have read and understood the conditions of this storage permit before applying for a storage permit.

Applicant's Signature……………………………………………………………………   Date:…………………………………………