KURNELL CATAMARAN CLUB Inc.
PO Box 255, Caringbah NSW 1495

Kurnell Catamaran Club Incorporated (KCC) Boat Yard Policy

The following policy applies to storage of all boats, trailers and equipment in the Kurnell Catamaran Club Incorporated (KCC) Boat Yards (herein referred to as the "KCC Boat Yards") comprising 7-9 Ward Street, Kurnell Boat Yard (herein referred to as the "KCC Back Boat Yard"), 310 Prince Charles Parade, Kurnell (herein referred to as the "KCC Front Boat Yard") and the "KCC Storage Shed" (used for junior monohull storage). The KCC Boat Yard Policy is the rules determining fees, eligibility and priority to store boats, trailers and equipment in the KCC Boat Yards due to limited available storage places.

1. Boat Owner must be a KCC financial member and must have pre-paid the multihull "Race Fee, Pre-Paid (full season)" for the first full and subsequent years of boat storage. Junior monohulls storing in the KCC Storage Shed do not have to pre pay race fees.
2. The KCC Boat Yard Storage Agreement above must be completed and signed. Boat Yard Storage Fees must be paid and up to date.
3. The Boat must be sailed regularly at KCC. Least regular sailed boats are first to be asked to leave.
4. Multihulls have preference over all other craft; including trailers etc. "Off the Beach" catamarans have preference over all craft, including other multihulls and trailers in the KCC Front and Back Boat Yards.
5. One Boat Storage Fee implies one space (i.e. boat and trailer must be combined to occupy 1 space in the boat yard).
6. For those who store trailers only or non-multihull craft. These may only be stored if there is sufficient space in the boat yard or storage shed as determined by the KCC Race Committee or KCC Treasurer. Trailers on their own and non-multihull craft may not be stored in the KCC Front Boat Yard without the written permission of the KCC Race Committee or KCC Treasurer. If you are storing a non-multihull craft, you will still be charged as if it is a boat/trailer combination. If other boat/trailer combinations require space in the boat yard, you will be given thirty (30) days' notice to exit the boat yard and refunded the unused portion of your boat yard fee as determined by the KCC Treasurer of KCC.
7. Storage in the KCC Front Boat Yard is at the discretion of the KCC Race Committee or KCC Treasurer who will take into account the frequency of racing of the boat and available space. Owners willing to store boat with mast up (with mast adequately secured including halyards etc. tied off to avoid noise) will be given additional consideration for storage in the KCC Front Boat Yard.

   Boat storage, KCC Front Boat Yard – This refers to the area at 310 Prince Charles Parade, Kurnell and is mast up and fundamentally for spinnaker boats and frequently sailed boats. Places are allocated at the discretion of the KCC Race Committee or KCC Treasurer. An annual fee (Boat storage fee + Pre-Paid Races fees) applies. Casual storage is not normally available in this area. Boats stored in this area must be secured to prevent movement in extreme wind conditions. Securing arrangements are the responsibility of the owner.

   Warning: *there are underground services including 240-volt power mains in this area. Exercise extreme caution when installing tie down points.*

8. Boats in the KCC Back Boat Yard must not store their boats with their masts up. This is a safety issue due to powerlines crossing the road between the yard and the rigging area.
9. Physical security and tie down of boat, trailer and equipment remains the responsibility of the owner.
10. Boats/trailers must be positioned in an orderly manner, with the minimum space between them. Boats must not block the access to other boats and trailers. Masts must not interfere with the access of vehicles.
11. Boats in the KCC Front Boat Yard must not block access to the building or side gates.
12. Owners must abide by oral storage instructions from a member of the KCC Race Committee or KCC Treasurer in regard to Boat Storage.
13. Owners requiring casual storage must provide full contact details and boat/trailer registration to a member of the KCC Race Committee or KCC Treasurer and must still complete a KCC Boat Yard Storage Agreement. Casual storage is at the sole discretion of the KCC Race Committee or KCC Treasurer. Casual storage is generally not available in the KCC Storage Shed.
14. All boats and trailers stored must have adequate third party personal and property insurance.

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15. The KCC Boat Yard Storage Fees apply from 1st September each year (i.e. when you renew, your boat yard fees will cover you for one year from 1st September). New members who join mid-year and wish to pay yearly will be charged $2 per day to 1st September or the full yearly fee, whichever is the lesser amount. If the Race Season has not passed the 30th November when a Boat enters the Boat Yard they will still be expected to pay the "Catamaran Pre-Pay Season Race Fee" for the current season.
16. Casual KCC Boat Yard Storage, less than thirty (30) days, is subject to availability and discretion of KCC Race Committee and must have a KCC Race Committee member's or KCC Treasurer's written approval and is $2 per day with a ten (10) day minimum and thirty (30) day maximum and must be pre-paid. The KCC Race Committee member or KCC Treasurer will determine the actual storage space and in which boat yard. For KCC Casual Boat Yard Storage, no key will be issued or lent and hence casual storage users must coordinate entry/exit of boats with the KCC sailing dates and times. The KCC Boat Yard Storage Agreement must still be fully completed and signed by the Boat Owner for casual storage.
17. Boat Owners and other persons store their craft and gear at entirely their own risk. KCC and individual Club Members will not accept any liability for loss, theft, material damage, personal injury or death sustained in conjunction with, prior, during, or after the storage activity. Also refer to the KCC Disclaimer on the KCC website (www.kcc.asn.au), which additionally applies.
18. Boat Owners and other persons storing boats; trailer and equipment are responsible for ensuring they lock the gates of the boatyard (and any buildings or other fenced areas, such as the garages of KCC or the Front Boat Yard building and main doors of KCC and side doors of the Front Boat Yard building). If they are the last to leave on a Club sailing day or are sailing at any other time, they must secure the yard/building before they leave. On days other than club sailing days the yard and building must be locked at any time that the yard or building is unoccupied.
19. The offer of Boat Yard Storage is strictly limited and KCC reserves the right to withdraw the offer of storage in one or more of the boat yards in its entirety at any time. Reasonable attempts will be made to contact the boat owner. All boat owners will have a maximum of thirty (30) days from the original notice (which may be mailed or emailed to them and/or posted on one or more of KCC Notice Boards, KCC website or physically on the boat) to remove their boat, trailer and equipment from storage or it will be evicted. Withdrawal of the storage offer in one boat yard does not automatically entitle the boat owner to store their boat, trailer and equipment in the other boat yard.
20. In the event that storage fees are overdue for a period of three (3) calendar months the Kurnell Catamaran Club Incorporated shall have the right to sell the boat, trailer and equipment at a price determined by the Executive Committee of the KCC as fair and reasonable.
21. In the event that a boat, trailer or equipment are sold in accordance with Clause 20 the remainder of the sale price after the deduction of storage fees will be paid to the Boat Owner. If the Boat Owner cannot be contacted after reasonable written attempts by KCC, the sale price difference will default to KCC after a period of nine (9) months after the sale.
22. Boat Owners storing in the KCC Boat Yards are also subject to additional terms and conditions of the "Occupancy Lease' with the Government. If required, a copy of these lease(s) can be obtained from the KCC Secretary. The fees mentioned in these lease(s) are payable by KCC not the Boat Owner.
23. Associated trailer- is a trailer used to transport a boat which is currently stored in one of the boat yards on/off beach wheels. The trailer is to be stored in the KCC Back Boat Yard, space permitting. There is an Associated trailer fee that is additional and separate where the trailer is not stored with the boat as one entity.
24. KCC reserves the right to vary this KCC Boat Yard Policy from time to time. Such changes will be documented on the KCC website and attached or referenced from the current Membership Form.

---- End of Boat Yard Storage Agreement ----