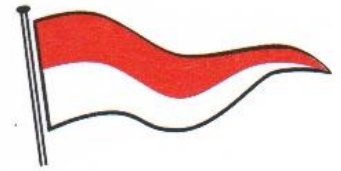




BLAIRGOWRIE

YACHT SQUADRON INC.

Reg. No. A0023156G ABN 64 825 467 219



Application for Vessel Slipping and Storage

Vessel Owner First Name				Vessel Owner Surname		
Billing address						
Suburb				Postcode		
Phone (M)				Phone (H)		
Email						
Vessel, slipping and storage information						
Vessel Name				Registration Number		
Length (ft) (LOA)		Width (ft) (Beam)		Weight (tonne) Note: Max load on slipway 20 tonne		
Vessel Type	Yacht Power		<i>(please circle type)</i>			
Insurance Company				Policy #		
Policy Expiry Date				BYS Member	YES NO	<i>(Please circle)</i>
# of Days Required on Slip Cradle				Winter Storage Required	YES NO	<i>(Please circle)</i>

I have read, understood, acknowledge and agree to the Blairgowrie Yacht Squadron Inc ("BYS") Vessel Slipping & Storage Terms & Conditions overleaf including the exclusion of liability, release and indemnity. I accept the Vessel Slipping & Storage Terms & Conditions.

Vessel Owner Signature:..... Date:...../...../.....

OFFICE USE ONLY

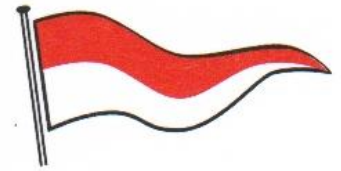
Date of Slipping		Slipping Representative	
Slipping Fee (Member/Non Member Rate amount)		Cradle/Yard Number of Days & Rate	
Total Invoice		Date Invoice Sent	



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Vessel Slipping & Storage Terms & Conditions

By signing the Application for Vessel Slipping and Storage ("**Application**"), I acknowledge and agree that:

1. for the purposes of these Vessel Slipping & Storage Terms & Conditions ("**Conditions**");

"**BYS**" means and includes Blairgowrie Yacht Squadron Inc and Blairgowrie Safe Boat Harbour Limited and their respective members, directors, officers, agents and volunteers;

"**Claim**" means and includes any action, proceeding, claim, demand, damage, cost, expense or liability of any nature however arising including but not limited to negligence but does not include a claim against BYS under any right expressly conferred by its Rules;

"**Vessel**" means the vessel named and described in the Application;

2. I will be permitted to use and access the slipping and storage facilities for the Vessel subject to my lodging the signed Application with BYS and complying with:
 - (a) these Conditions;
 - (b) any reasonable direction issued by BYS; and
 - (c) the "Yard and Slipping Rules" (including specifications for yard cradles and ladders), as notified by BYS from time to time;
3. a provision of or a right created under these Conditions may not be waived or varied except in writing signed by the party or parties to be bound;
4. I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of BYS flowing from them, are expressly excluded to the extent possible by law, by these Conditions. To the extent of any liability arising, the liability of BYS will, at its discretion be limited to the resupply of the services or payment of the cost of having the services supplied again;
5. in consideration of BYS accepting my Application, BYS is:
 - (a) released and forever discharged from all Claims that I may have or may have had but for this release arising out of or in connection with my use of and access to the slipway and storage facilities for the Vessel; and
 - (b) indemnified and held harmless to the extent permitted by law in respect of any Claim by any person including but not only another user of the slipway and storage facilities arising out of or in connection with my use of and access to the slipway and storage facilities for the Vessel;
6. before and during slipping and storage of the Vessel, I will effect and maintain public liability insurance with a limit of liability of not less than \$10,000,000 to cover against liability to third parties for loss of or damage to property and for death of or injury to any person;
7. I will ensure that any contractor engaged to carry out work on the Vessel:
 - (a) effects and maintains public liability insurance with a limit of liability of not less than \$10,000,000; and
 - (b) provides a certificate of currency of public liability insurance to BYS before commencing work on the Vessel;
8. I will pay all fees and charges incurred in connection with slipping and storage of the Vessel in accordance with the "Yard & Slipping Charges", notified by BYS from time to time, within the specified payment period and if I:
 - (a) fail to do so; or
 - (b) overstay the agreed storage period, either on a cradle or in the yard,I may:
 - (c) incur additional fees and charges; and
 - (d) not be permitted to use the slipping and storage facilities for the Vessel until all outstanding fees and charges have been paid;
9. all slipping is subject to weather conditions