



ZULULAND YACHT CLUB

BOAT NAME: [Tag34]

MEMBER No: [Tag2]

Lease Number: [Tag44]

BOATYARD LEASE AGREEMENT

entered into by and between

THE ZULULAND YACHT CLUB(ZYC)
(Hereinafter referred to the Lessor)

represented by

BOATYARD REPRESENTATIVE/COMMODORE

The former being duly authorized hereto by the Commodore.

And

[Tag19] [Tag4] [Tag5]

(Hereinafter referred to as the Lessee)

1. **GENERAL TERMS OF ZYC LEASES/AGREEMENTS.**

1.1. **The contents of this clause are specified in the attached document of the same title which shall be completed and initialed by both parties as an integral part of this document.**

2. **Coming Into Force.**

2.1. This agreement shall be valid and binding from the date of signature or the placing of the boat in the boatyard, whichever shall be earlier.

3. **Terms of the Lease.**

3.1. This Lease applies to rental of space in the boatyard to accommodate the Yacht/Vessel [Tag34]

3.2. The Declared and Measured sizes are:

3.3. Length [Tag35] M beam [Tag36] M

3.4. The Lessor grants the Lessee , a member of the ZYC in **good standing**, permission to place the Yacht/Vessel in the boatyard at the Zululand Yacht Club for a maximum period of 42 (6) months from the end of the calendar month following signature of this agreement, after which the Lessee must remove said Yacht/Vessel or have been granted an extension as defined below.

3.5. The Lessee hereby certifies the boat is his/not his property.

3.6. The attached addendum "Approval by Boat Owner for Boatyard Lease" shall be signed by the boat owner if the boat is not the property of the Lessee.

3.7. Cost. The rental payable monthly in advance includes water and electricity.

~~1.1. **Maintenance Rate.** The Monthly amount payable is calculated by multiplying by a formula which consist of the length x (beam+1) measured in meters x 1.3* A Rate per square metre. The rate per square meter will be decided by the Executive Committee from time to time. An electricity allowance of a number of KWH will also be charged at the normal Club Tariff for electricity.~~

The rate is determined by the following calculation : length x beam x Rate per square metre. The dimensions being obtained from an authorized valid vessel certificate.

~~1.2. **Dry land storage.** The boatyard shall not be used for the storage of boats, unless specifically allowed by the Lessor, which shall be dependent upon available space and the duration required. The cost of the "dry land storage" shall be based upon the cost of renting a walk on mooring for the boat plus a percentage published by the exco committee.~~

1.3. This lease is to accommodate the vessel on dry land for the primary purpose of maintenance. ~~Maintenance of the Vessel.~~

1.4. The initial monthly rate at signature of this lease will be

R [Tag37]

1.5. A Deposit is payable on signing of this lease which is refunded when the boat has been removed and the area used is cleaned up.

1.6. The current deposit is R [Tag47]

1.7. **Duration** This agreement expires 6 months after coming into force

2. Termination

2.1. Expiry date and extension applications. The Vessel must be collected and removed from the boatyard on or before the expiry date of this lease. In the event that an extension of time is required, a new lease has to be applied for in writing, 6 weeks before the expiry date of this document. It is the responsibility of the Lessee to apply for this extension and not that of the Lessor to initiate this. Any extension granted will be at the ruling rate per square metre at the time of the extension, plus a defined and cumulative percentage for each extension that has been granted **as detailed in the document "Zululand Yacht club fees"**.

2.2. Notwithstanding the above the Lessee may terminate the agreement at any time with two weeks' notice in writing. Such termination will take effect on the launch or removal of the boat from the boatyard.

2.3. The current extension percentage penalty is 15 % **per extension granted and will be applied cumulatively. This extension penalty may change from time to time.** ~~This percentage is applied to the first extension granted, i.e. the first extension will be at the current ruling rate at the time of extension multiplied by 1.15. With each further extension the penalty rate will increase by a defined increment which is currently % and may be changed from time to time.~~

2.4. Changes in rates or penalties will take place immediately the decision is published.

2.5. **In the event of the failure of the Lessee to renew the lease the monthly rental payable will increase to 2.5 times the amount detailed in the last expired lease.**

3. LESSEES RIGHTS AND OBLIGATIONS

3.1. Sale of the Lessee's boat. Should the Lessee sell the Yacht/Vessel while said Yacht/Vessel is still in the boatyard, the Lessee shall without

delay ensure that the purchaser is **a member in good standing** and will notify the Lessor of such sale timeously. The Lessee will be responsible for ensuring that this agreement is replaced by another with the purchaser. Failure to do so will cause the Lessee to continue to bear all the costs while the Yacht/Vessel remains in the boatyard. Should the Lessee NOT discharge all outstanding debts to the club it is specifically noted that the club will notify the purchaser that the club has a claim on the boat, will not allow the removal of the boat from the clubs premises, and may proceed with the attachment and sale of the boat to recover outstanding debt incurred by the placement of the boat in the boatyard.

3.2. Responsibilities, indemnities and insurance. It is the responsibility of the boat owner to ensure that

- 3.2.1.** The boat is propped, supported and chocked more than adequately to prevent the boat from falling over, being aware that it is likely that the props and chocks will settle over time. The props, supports and chocks, must therefore be inspected and “firmed up” on a regular basis, but at least every two months. The boat owner shall supply the appropriate props, chocks and equipments necessary to adequately support the boat. ~~This is not the responsibility of the Lessor, not the hauling and lifting supplier.~~
- 3.2.2.** Sufficient insurance is maintained to insure against the risks associated with the boat being placed on the “hard”. The Lessee’s insurance brokers and/or insurance company must be informed of the removal of the boat from the water, the placing of the boat on the hard, and the replacement of the boat into the water.
- 3.2.3.** **The boat owner shall be responsible for consequential damage to other boats and/or property, should there be an incident, such as the boat falling over, and other boats and/or property is damaged.**
- 3.2.4.** This clause indemnifies the Lessor against damage howsoever caused to or by the Lessee and/or his boat, property or actions. The Lessor may, at the request of the Lessee, investigate an extension to the Lessor’s insurances to cover the Lessee. Any additional associated cost shall be paid for, in advance, by the Lessee to the Lessor, plus an administration charge of 15 % of the additional cost. Should such an extension of the Lessor’s insurance be arranged, it

shall by no means imply that the Lessor accepts any liability or responsible whatsoever for the Lessee, the vessel or property of the Lessee or the Owner of the vessel..

3.2.5. Indemnity of Lessor. The Lessor does not hold itself responsible for :

3.2.5.1. Any damage caused by whatever reason to the Yacht/Vessel; or

3.2.5.2. any damage of any nature caused by the Lessee to any other Yachts/Vessels in the boatyard.

3.2.5.3. any harm to any persons, including the Lessee, as a result of the Lessee's activities in the boatyard.

4. Statutory requirements. The Lessee shall ensure that all work carried out on the Lessor's property shall comply with the terms and conditions of the South African Occupational Health and Safety Act No 85 of 1993 (copy attached) , specifically:

4.1. Wearing of personal protective equipment as appropriate

4.2. Pressure vessels and compressors, tools and power tools.

4.3. Lifting equipment.

4.4. Storing of harmful and explosive substances

4.5. Training of employees.

4.6. It is the Lessee's responsibility to ensure that any and all other legal and/or statutory requirements are met.

5. Housekeeping.

5.1.1. The Lessee will ensure that the area around his/her Yacht/Vessel is kept clean and tidy at all times. All rubbish, containers, redundant equipment and scrap must be removed at the lessee's cost.

5.1.2. Should the Lessee not maintain good housekeeping, the Lessor shall give the Lessee 7 days written notice of the need to remove all such material, failing which, the Lessor shall have it removed at the Lessee's cost.

5.1.3. Sandblasting. No sandblasting may be undertaken by the Lessee, unless with prior written permission of the Lessor. The Lessee shall

make written application for approval from the Lessor to perform the blasting operation. In his application, he shall have written consent from the neighbouring boats for the blasting. Should such permission be given the Lessee shall provide protection in the form of a tarpaulin or similar shield, that will contain the blasting material within the immediate area of his boat. He will also remove all grit/sand after the completion of the blasting, and within a period of two weeks. He shall also be responsible for ensuring that any neighbouring boats are kept clean of the blasting material.

5.1.4. Living aboard. Living aboard is not allowed whilst the vessel is in the boatyard. This is to say the Lessee may not be a resident in the Lessor's boatyard. Any live aboard applications must be made in terms of the separate Live Aboard Policy.

6. Haul and Launch.

6.1.1. Before the Lessee may haul the boat from the water a haul certificate must be obtained from the club authorizing a haul and launch contractor to make use of the slipway.

6.1.2. Before the Lessee may Launch the boat back into the water, a Launch certificate/Hull inspection certificate must be obtained and lodged with the ZYC.

7. **General policy.** The general policy regarding boats kept in the boat yard is as follows:

7.1.1. Work progress. The Lessee shall submit, with his written application, a plan of action and programme for the execution of the works, in bar chart form. The Lessor shall have the right to monitor progress in terms of these plans. Should progress be deemed to be inadequate, then the Lessor shall notify the Lessee, in writing, of the need to take remedial action. Failure to take remedial action and/or to maintain satisfactory progress, shall constitute a violation of this agreement.

7.1.2. Relocation. In the event that a boat has to be moved in accordance with an Executive Committee decision, it will be at the cost of the boat owner. The moving/relocation of the boat by the

~~recognised hauling supplier~~, shall be paid to the Lessor at the advertised rates. Should the Lessee not be present, then he shall nominate an agent to represent him during the move/relocation. The responsibility and risk shall always rest with the Lessee. Such moves shall not be unreasonably made.

7.1.3. Fire extinguishers. Two up to date fire extinguishers must be on board the vessel at all times.

7.1.4. Propping inspections. In the event that the boat will be unattended for periods longer than one month, the owner must make provision to inspect jacks, supports, ropes, chocks and cables to ensure safety of the boat and other boats in the yard.

SIGNED by the LESSEE at _____

on this _____ day of _____ 20__.

Witnesses:

LESSEE

SIGNED by the LESSOR at

on this _____ day of _____ 20__.

Witnesses:

LESSOR

Addendum

Approval by Boat owner for Boatyard Lease.

I.....

Do hereby certify that I am the owner of the boat specified in the attached lease number

I further understand that in the case of the Lessee failing to make due payment to the club the boat may be attached by the club and sold to recover all debts incurred by the lessee to the club.

I have read the contents of the attached lease and by signature hereto agree to the terms and conditions therein.

Signed by the Owner on this day of 2....

Witnessed

