



## APPLICATION FORM

### For the Hire and Use of MMA Outboard Motor Storage Facilities

#### PLEASE WRITE CLEARLY IN UPPER CASE

Full Name: .....

Address: .....

..... Post Code: .....

Mobile Number: .....

Emergency Name and Phone Number: .....

Email: .....

#### DETAILS OF OUTBOARD MOTOR

Make: ..... Model: .....

Engine Size: .....

#### IMPORTANT INFORMATION:

IT IS A REQUIREMENT OF THIS APPLICATION THAT YOU PROVIDE A STAND TO KEEP YOUR OUTBOARD MOTOR ON WHILE IT IS STORED IN THE OUTBOARD MOTOR STORAGE UNIT

THE COST OF THE HIRE AND USE OF EACH MMA OUTBOARD MOTOR STORAGE UNIT IS £25.00 PLUS £10 FOR OAR HOUSE ACCESS PER YEAR FROM 1<sup>ST</sup> JANUARY TO 31<sup>ST</sup> DECEMBER AND THIS MAY BE SUBJECT TO REVIEW ANNUALLY

THERE WILL BE NO PRO-RATA ON FEES FOR ANY FOR USE BEGINNING AFTER 1<sup>ST</sup> JANUARY IN ANY YEAR

AN INVOICE WILL BE ISSUED TO YOU. FULL PAYMENT MUST BE MADE BEFORE YOU WILL BE ISSUED WITH AN OUTBOARD MOTOR STORAGE UNIT AND APPLICATIONS WILL BE REFUSED SHOULD THE MEMBER OWE ANY FEES OF ANY KIND TO MEDINA MARINERS ASSOCIATION

#### DECLARATION

I confirm that I wish to hire and use one MMA outboard motor storage unit to store my dinghy outboard motor and will not use the unit for any other purpose.

I confirm that I have read, understood and signed the associated terms and conditions for the hire and use of MMA outboard motor storage facilities.

SIGND: ..... PRINT NAME: .....

DATE: .....



## **Terms and Conditions**

### **For the Hire and Use of MMA Outboard Motor Storage Facilities**

1. These Terms and Conditions relate specifically to the use of MMA outboard motor storage units.
2. All MMA outboard motor storage units will be kept inside the oar house.
3. The ownership of all MMA outboard motor storage units remains with the MMA, whether in use or not.
4. Members must not use any storage other than those provided by MMA for the storage of outboard motors.
5. Any member of MMA who requests use of an MMA outboard storage unit, must have fully paid their membership and dinghy park (if applicable) and oar house fees. Members will be refused use of MMA outboard storage units if any fees are outstanding.
6. In the event that there are no outboard storage units available upon application, members may be added to a waiting list until one becomes available.
7. All fees for the use of an MMA outboard storage unit must be paid in full prior to any member being approved to use the unit.
8. Any member who has been approved to use an MMA outboard motor storage unit, must provide an outboard motor stand to use inside the storage unit and outboard motors must be attached securely to the stand whilst in the storage unit.
9. Any member who has been approved to use an MMA outboard motor storage unit, must have adequate insurance in place covering fire, theft and damage, accidental or otherwise to their outboard motor and stand. MMA will not cover fire or theft of outboard motors as part of their insurance and will accept no liability for any damage of any kind to their outboard motor.
10. Any member who has been approved to use an MMA outboard motor storage unit, will need to provide their own padlock (with a key or code) and the storage unit must be kept locked at all times, whether in use or not.
11. Only the fuel in the outboard motor's internal fuel tank can be stored in the storage unit. No extra fuel may be stored in the unit at any time.
12. Only one outboard motor may be stored in each storage unit at any time.
13. MMA outboard motor storage units must only be used for the storage of fully working outboard motors that are in regular use. Nothing else may be stored in the unit at any time.



14. Fees for the use of MMA outboard motor storage units shall be charged annually for use from 1<sup>st</sup> January to 31<sup>st</sup> December. There will be no pro-rata on fees should a member's use of a unit begin at a date other than 1<sup>st</sup> January in any year.

### **Notice to All Persons using Medina Mariners Association facilities**

Persons using or entering onto facilities provided by the MMA do so entirely at their own risk. The MMA will not accept responsibility for any loss, damage, personal injury or death howsoever caused to persons entering on or using the facilities provided by the MMA.

Members are required to ensure that all persons that accompany them or enter the MMA facilities on their behalf are made aware of and have signified their acceptance of this notice.

By signing the declaration below, the applicant is signifying acceptance of this waiver.

### **Power to Remove, Sell or Dispose**

In the case of an abandoned outboard motor or unauthorised use of an MMA outboard motor storage unit, the Committee may:- (a) move the outboard motor to any part of MMA premises without being liable for any loss or damage to the outboard motor howsoever caused; (b) upon giving 30 days notice require the member or former member to collect the outboard motor; (c) upon giving 90 days notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the outboard motor and deduct any monies due to MMA (whether arrears of membership or use of facility fees or dinghy park fees or otherwise); (d) if the outboard motor is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the outboard motor in any manner the Committee may think fit, and deem the cost of doing so and any arrears as aforesaid to be a debt owing to MMA by the member or former member; (e) MMA reserves the right to charge storage for the outboard motor until such time as the owner collects it or until notice has been served under clause (b) and (c) above. PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the outboard motor is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to MMA) shall be placed in a bank deposit account and retained against the eventuality of a



claim by the owner (whether he or she be the said member or former member) for a period of six years.

The Committee shall be entitled to treat any of the following as an abandoned or unauthorised outboard motor: (a) an outboard motor located otherwise than in its allocated storage unit; (b) an outboard motor which is the property of a member or former member which remains on MMA premises after any fees payable to MMA by any member or former member (whether by way of arrears of membership or facilities fees, dinghy park fees or otherwise) are more than one month in arrears; (c) an outboard motor which is the property of a member or former member which overstays by more than a month following the termination of the storage agreement; (d) an outboard motor which is the property of a former member which overstays by more than a month following the termination of their membership.

#### **Lien on boats and/or trailers and/or outboard motors and/or other property**

In addition to the powers set out above to move, sell or dispose of outboard motors, MMA shall have a lien over members' or former members' boats and/or trailers and/or outboard motors and/or other property kept on MMA's premises in respect of all monies due to MMA, whether in respect of arrears of facilities fees or membership or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or outboard motor and/or other property until such time as all monies due to the club have been paid in full.

#### **Declaration**

I agree to my details being held by the MMA for their use only and I fully consent to the Terms & Conditions noted above.

**Signed**.....

**Date**.....