

**Minute of Agreement**

Minute of Agreement between Carrick Castle Boat Club (hereinafter called 'the Association') and [member's Name] (hereinafter called 'the owner'), being a member of the Association and the owner of a mooring in the area for which the Association holds an agreement from The Crown Estate giving them the authority to lay moorings.

1. The Association hereby grants to the owner the right to lay a mooring in a position agreed by the Association.
2. The Association will supply the owner with an individual mooring tag provided by The Crown Estate which should be attached to the mooring so that it is visible at all times.
3. This agreement shall come into force on 1<sup>st</sup> January 2015 or on the date the mooring or moorings are laid and paid after this date.
4. The owner agrees to pay by 3<sup>rd</sup> December each year the appropriate mooring fee for the following year to the Association as agreed at an Association General Meeting.
5. The owner agrees the Association can give The Crown Estate their contact details.
6. The owner agrees to keep their mooring(s) in a safe condition for the size of vessel to be moored and mark their mooring(s) with a maximum weight. The owner agrees that the association may coordinate annual moorings servicing for the benefit of members. Owners are not obliged to take part and may make their own servicing arrangements, subject to maintaining evidence of annual inspection by a competent person. The owner agrees that contractual relationships for all servicing arrangements remain solely between the owner and the contractor.
7. The owner agrees to keep their vessel(s) insured and to indemnify the Association and the office bearers of the Association from time to time, from any claim by any third party or any other member of the association who may suffer injury or damage caused by the owner's vessel(s) whilst moored or in the Association's mooring area. For the avoidance of doubt, the Association assumes no responsibility for insuring the Owner's vessel(s) and does not accept any responsibility for the failure of any other member to maintain such insurance.
8. The owner agrees he/she may not transfer their mooring to another person without the prior knowledge and consent of the Association.
9. The owner agrees to pay an equal share along with any other member of any costs placed on the individual Officers of the Association, provided these costs and/or liabilities have arisen solely in their capacity as the grantees of The Crown Estate agreement.
10. The Association agrees to conduct any negotiations that may be necessary to maintain the authority to lay moorings in its area.
11. The Association agrees not to apply the above rules and clauses in an unreasonable manner.
12. This agreement can only be terminated by the owner by removal of all mooring equipment from the seabed and return of the Mooring Tag to the Association or by written agreement with the Association.
13. The owner shall be liable to pay the fee annually until this agreement is terminated regardless of the condition of the owners mooring(s).
14. This Agreement shall come to an end if the Association's agreement with The Crown Estate comes to an end.

I/We confirm that my/our mooring(s) will be inspected annually by a competent person.

I/We confirm that my/our vessel(s) will be insured annually to at least third party cover whilst on a mooring.

**\* Please note it is necessary to sign two copies of this agreement to obtain a valid mooring agreement – one copy will be returned to you\***

Full Name of Owner .....

Name of Vessel(s) .....

Full Address of Owner .....

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Postcode .....

Contact Tel Number(s) H: ..... M: .....

Coordinates of mooring(s) .....

Signature .....  
(Owner)

Signature.....  
(Association Office Bearer)

Date .....

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