



TERMS AND CONDITIONS FOR LEASE OF GARAGE

BETWEEN:

THE W.A. SPORTING CAR CLUB INC. of CARCO.com.au Raceway, Wattle Avenue East, Neerabup in the State of Western Australia (referred to as "the Club")

AND:

THE W.A. SPORTING CAR CLUB INC. MEMBER (referred to as "the Member")

The Club is the owner and operator of CARCO.com.au Raceway including all supporting infrastructure. The Club utilises its resources to fulfil the objectives of its Constitution. In relation to the allocation and retention of garages, the Club utilises the garages to facilitate the ability of its members to participate in Club events. The Club shall allow the member to lease the garage annually subject to compliance by the Member with the Obligations listed below:

1. MEMBER OBLIGATIONS:

- 1.1. Financial Member:** The Member must be a fully paid up financial General Racing, Ultimate Racing, or Life Member of the Club.
- 1.2. Participation:** The Member must be an active participant in Club events; including but not limited to entering or volunteering at a minimum of one Club event every 12 months. Private Practice does not constitute participation in a WASCC event. Failure to meet the participation requirements will result in the garage lease being terminated.
 - 1.2.1. Note:** The Member has grounds to appeal the termination in writing to the Garage Sub-Committee who will consider, illness/injury/compassionate grounds as the basis of the appeal.
- 1.3. Reassignment:** The Club reserves the right to re-assign this garage to the next appropriate person on the garage waiting list.
- 1.4. Pay Costs:** The Member will pay the Club to lease the garage annually, no part of which shall be refundable.
- 1.5. Storage of Race Car and Parts:** To use the Garage only for the storage of their active race car and parts and not for general storage purposes.
 - 1.5.1. Note:** Unless the Member has written approval from the Club, the Member may not store any other member's race car and/or parts in their leased garage. For clarification, the car in the garage must be the car that is entered into the Club event. The Member who leases the garage must be named as the official entrant for the Club event.
 - 1.5.2. Storage of Fuel:** The Member will not store fuel and will observe all applicable statutory and Club regulations for storage of flammable and combustible liquids.

- 1.6. Advertising Material:** The Member will not permit any display any advertising material on the Garage without the written approval from the Club. Upon approval, the Member shall be responsible for:
- 1.6.1.** Ensuring that the erection of any advertising material has the prior approval of any relevant authorities; and
 - 1.6.2.** The removal of signs at the expiration of the lease and the making good of any damage caused by such removal.
- 1.7. Insurance:** The Club accepts no responsibility to any contents whatsoever and suggests the Member source their own contents and or worker's compensation insurance if applicable.
- 1.8. Not to Alter or Damage the Garage:** The Member will not make any addition or alteration to the Garage unless they have written approval from the Club. The Member will not damage, dismantle or destroy the Garage. This clause refers to the structure of the building, plumbing arrangements, ventilation, and electrical configuration. The Club reserves the right to make good any unauthorised alterations and charge the cost of such work to the member.
- 1.9. Electrical Appliances:** To comply with our Risk Management commitments, it is essential that all electrical appliances within the garage, whether plugged in permanently or not, must have a current Australian Standards tag. The Member will turn off all electrical appliances when the garage is locked.
- 1.10. Access by the Club:** The Club reserves the right to enter any allocated garage for reasons of (but not limited to) audit, security, safety, or general maintenance. Access will be constrained by all respect, care, and security for the member's property within the garage. The Club will also notify the lease holder if the garage has been entered.
- 1.11. Locks:** Upon allocation, the Club will issue each garage holder with a lock and two keys unique to that garage which are to be used to secure the allocated garage. The Member will not utilise a personal lock to secure the garage.
- 1.12. Comply with Head Lease:** The Member is bound by the Club's Head Lease with the City of Wanneroo.
- 1.13. No Liability:** The Club shall not be liable for, and the Member shall indemnify and hold harmless the Club against any actions, proceedings, claims or demands made by any person arising out of the use of the Garage.
- 1.14. Jurisdiction:** The Agreement is subject to the laws of the State of Western Australia.
- 1.15. Redevelopment/relocation:** The Club will notify the Member if the Club decides to redevelop, repair, maintain the garage during this Term if it is likely that the contents of the garage need to be removed for a period of time.
- 1.16. Amendments:** This agreement may be amended from time to time as resolved by the Committee.

- 2. SUPERCAR CHAMPIONSHIP:** The term specifically excludes the three weeks that encompass the annual Supercar Championship. The following terms apply to all garages.
- 2.1.** The Member shall remove all personal equipment from the garage, and any external sign writing, by the deadline (at least two weeks before the designated date of the Supercar Championship).
 - 2.2.** The Club shall not be liable for the loss of and or damage to the Member's personal equipment left after the deadline.
 - 2.3.** If the garage is not vacated within the time specified, the Member will be charged the costs of emptying and cleaning the garage and will not be permitted to regain possession until those charges have been paid, if not paid within 30 days, then the garage will be offered to the next appropriate member on the waiting list.
 - 2.4.** Any padlocks and keys shall be removed, by the deadline, and kept by the Member until the end of the excluded three-week period.