

Minute of Agreement

Between: Full name (Hereinafter called "The Licensee")

And The Findhorn Fairway Committee (Hereinafter called "The Committee")

FIRST The Committee hereby grants to the Licensee the right to lay a mooring in a position marked as approved by the Committee.

SECOND This agreement comes into force on the First day of January each year or the date of payment of the Annual Fee whichever is later.

THIRD The Licensee shall pay by First January (hereinafter referred to as "the due date") each year the Annual Fee as set by the Committee.

FOURTH The Licensee shall keep his mooring in a safe condition appropriate to the size of vessel to be moored.

FIFTH The Licensee shall keep his vessel insured against any injury or damage which may be suffered by a third party caused by the Licensee's vessel whilst moored or in the mooring area. The minimum cover for Public Liability and Third Party Risk shall be £3,000,000. (three million pounds sterling)

SIXTH If the Licensee fails to pay the Annual Fee by the due date, the Committee shall ask the owner to remove the mooring tackle forthwith and the Licence shall be terminated immediately for failure to pay timeously. If the mooring tackle is not removed by the owner the Committee may dispose of the mooring tackle to recoup any expense involved. The Committee shall be entitled to re-allocate the mooring site.

SEVENTH The Licensee shall by his signature hereof undertake to cause no annoyance nuisance or disturbance to the owners or occupiers of neighbouring property or to members of the Public or to the crews of vessels moored or anchored near to his/her mooring site.

EIGHTH The Licensee agrees to notify the Committee Sector Member, in writing, of a change of vessel with full particulars to enable the Committee to keep an up-to-date Register. In the event of the replacement vessel being larger, prior permission must be obtained from the Committee Sector Member before the vessel is placed on the Licensee's mooring.

NINTH The Licensee shall inform the Secretary of the Committee, in writing, of any change of address.

TENTH The current Rules and Constitution of the Fairway Committee have been read and understood by the Licensee and by his/her signature hereof he/she agrees to abide by these.

ELEVENTH The Committee agrees not to apply their Rules and the Clauses of this Agreement in an unreasonable manner.

Please tick the check-box and enter your Name

Date

And on behalf of Findhorn Fairway Committee

Date

(This form is enabled for digital data-entry via a suitable PDF reader, e.g. [Adobe Acrobat Reader](#))

If possible, the completed form should be emailed to findhorn.fairway.secretary@gmail.com. Alternatively, post a paper copy to Mr A. Hunt, Quay Cottage, Findhorn, Forres, IV36 3YE and send me an email to let me know that is what you have done.