



ALS (Nominees) Pty Ltd Trading as Great Sandy Straits Marina ABN 41 096 550 346
Postal Address: PO Box 7089 Urangan QLD 4655
Phone: 07 4125 3822 Fax: 07 4125 3699 Email: gssmarina@bigpond.com

CASUAL MARINA BERTH LICENCE AGREEMENT

Great Sandy Straits Marina ("the Licensor") hereby grants to the Licensee a Licence to occupy the allocated marina berth in accordance with the information, terms and conditions set out herein ("the Agreement"). The Commencement Date of the Licence is the date on which the Vessel is berthed in the marina. The Licence Term is each Licence Payment Period. The Licensor has appointed Retfar Pty Ltd as its Marina Manager and Authorised Representative.

LICENSEE DETAILS:

Vessel Owner's Name(s): ("the Licensee")
Address:
Phone Number: (H) (W) (M)
Email:
Emergency Contact Name and Phone Number:

VESSEL DETAILS:

Name:
Registration Number: Type of Vessel:
Length of Vessel Overall: Beam of Vessel:
Draft of Vessel: Name of Insurance Company:
Policy Number: Expiry Date:
Copy Supplied: Yes No

LICENCE FEES:

Berth Fee: \$ for the period of Day(s)/Week(s)/Month(s)/Year(s)
Live Aboard Fee: \$ for the period of Day(s)/Week(s)/Month(s)/Year(s)
Security Fob Deposit: \$ paid by Cash/EFTPOS/Direct Debit
Security Fob Number(s):

Total Licence Fees: \$
Licence Payment Period: Please Select One Day(s)/Week(s)/Month(s)/Year(s)

Direct Debit Instructions: Please insert your last name and berth number in the payee reference line.

Bank: NAB Account Name: Great Sandy Straits Marina
BSB: 084 004 Account Number: 872844681

All fees are to be paid in advance and there are no refunds given for any reason whatsoever. The security fob deposit will be refunded to you when you return the fob(s) provided they are in same the condition, fair wear and tear excluded, as when they were issued.

BERTH DETAILS:

Berth Number Allocated:..... Your Berth has been allocated by the Marina Manger and can be reallocated at any time at the Marina Manger’s discretion. The allocated berth will be capable of berthing a vessel of the dimensions you nominate in this Agreement.

LICENCE COMMENCEMENT DATE:

Commencement date:

AGREEMENT AND INDEMNITY:

The Licensee in entering into the Agreement hereby covenants and agrees with the Licensor and their Marina Manger:

1. That in this Agreement the term Licensee includes but is not limited to all agents, servants, employees and invitees of the Licensee.
2. That the Licensee must pay the Licence Fee in full and in advance on or before the Commencement Date and per the Licence Payment Period thereafter. From time to time the Licensee may by notice in writing, adjust the Licence Fee payable.
3. That during the Licence Term, the Licensee shall indemnify the Licensor and their Marina Manger from and against all claims, actions, expenses or damages which may at any time be made or claimed against the Licensor and/or their Representative as a direct or indirect result of occupation of or access to the nominated berth.
4. That the Licensee will comply at all times with the Great Sandy Straits Marina Rules in force for regulating the use of the vessel and the marina.
5. That it is a condition of occupation and use of the marina that any person accessing the electrical system must have an earth leakage circuit breaker attached to the electrical appliance. This is in accordance with the Workplace Health and Safety Regulations 1977, Part 16, Division 4 & 5.
6. That the Licensee must take out, maintain and provide proof of appropriate insurance including comprehensive insurance on the vessel and public risk insurance in respect of the vessel for at least \$10 million for any single event. The Licensee must notify the Licensor when insurance is obtained and of any changes to cover.
7. The Licensor may terminate this Agreement with 5 days’ notice in writing to the Licensee if:
 - a. The Licensee fails to comply with any of the terms of the Agreement, any reasonable direction given by the Marina Manager or any of the Great Sandy Straits Marina Rules;
 - b. The Licensee abandons the berth or vessel (which is deemed to occur if the Licence Fee remains unpaid for more than one month); or
 - c. The Licensee is declared bankrupt or (if a company) enters into any form of external administration, liquidation or insolvency.
8. That if the Licensor terminates this Agreement, it may move the vessel, shall have a lien of the vessel and may sell the vessel at the Licensee’s cost.
9. That the vessel is fitted with a holding tank with valves closed. Any vessel found to have leaking valves or emptying waste directly into the marina will be asked to leave immediately and their actions reported to the Harbour Master.
10. That at the end of the Licence Term or on earlier termination of the Agreement, the Licensee must deliver all keys to the Licensor and vacate the berth and leave it in a clean state and without any damage.

I, the Licensee, acknowledge that I have read this Agreement and the Great Sandy Straits Marina Rules and agree to be bound by all the terms and conditions stated therein for the Licence Term.

SIGNATURE:..... **DATE:**.....
Signed by the Licensee

SIGNATURE:..... **DATE:**.....
Signed by the Licensor/Representative