



# MARINA BERTH RENTAL

All vessel's berthed at Queensland Cruising Yacht Club are required to have current Comprehensive insurance showing public liability cover of AU\$10m

Vessel Name \_\_\_\_\_

Vessel Type    Sail     Power     Monohull     Multihull

Storage start date \_\_\_\_\_

Initial rental rate    \$ \_\_\_\_\_ per week / month / six months

Owner \_\_\_\_\_

Membership No. \_\_\_\_\_

Vessel Registration No. \_\_\_\_\_

Vessel LOA \_\_\_\_\_

Vessel beam \_\_\_\_\_

Vessel draft \_\_\_\_\_

Vessel displacement \_\_\_\_\_

Hull Construction    Fibreglass     Timber     Steel     Other

Fuel type    Diesel     Petrol

LPG on board    Yes     No

## Conditions of Rental

1. This agreement commences on the 'Storage Start Date' and thereafter remains in effect until terminated by either party giving one months written notice to the other. If the term of the contract is less than one month termination notice is advised at commencement.
2. The Renter agrees to pay the rental of the berth to Queensland Cruising Yacht Club in advance and upon demand, at the rate advised within this application. Queensland Cruising Yacht Club may alter the rental rate at the beginning of each financial year. There is no refund on rental paid.
3. The Renter shall not use the berth other than for accommodating the boat nominated on this application. The said boat may only be used for recreational boating purposes. The berth shall not be used to berth commercial fishing boats, boats carrying passengers for hire, work boat, or any other boat used for commercial or industrial purposes.
4. The Renter shall not be permitted to sublet or to authorise the use of the berth by any other vessel, unless by approval of the Queensland Cruising Yacht Club.

5. The Renter agrees to comply with all the obligations of the Queensland Cruising Yacht Club Rules and Bylaws, a copy of which is available to the Renter.
6. The Vessel and any air berth, sea pen or similar storage system must carry comprehensive insurance and insurance, insuring against damage to the vessel or third party vessels and personal injury or death of any third party, in the sum of at least \$10,000,000.00 at all times. A copy of the insurance policy must be lodged with Queensland Cruising Yacht Club prior to the 'Storage Start Date' and at each renewal of said policy.
7. The Renter shall at no time allow any part of any vessel using or moored at the berth to extend beyond the maximum permitted dimensions of the berth.
8. If applicable, the Sub-Sublessee of the berth may require the Renter to vacate the berth either on a temporary or permanent basis, and to take up another berth within the marina if there is a berth available. The Sub-sublessee shall not be liable to pay any compensation in respect of such change of the berth. The terms of this agreement shall apply to such new berth.
9. The Renter shall not pollute or permit the pollution of the marina or discharge into the marina or its waters any poisonous, noxious, dangerous or offensive substance or thing.
10. Without prejudice to the generality of the preceding provision, the Renter shall not discharge any sewage or otherwise empty any toilets in to the marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the marina.
11. The Renter shall not, without consent of the Queensland Cruising Yacht Club, live on board any boat in the berth, or permit anyone else to do so. For the purposes of this clause the expression 'living on board' refers to sleeping overnight for two consecutive nights or more.
12. The Renter shall not permit or suffer any pet belonging to the Renter or in the Renter's charge to enter or to remain in the marina, or land adjacent to thereto under the control of the rent, unless it be led by a lead.
13. The Renter shall not permit or allow any children for whom the Renter is responsible, being children under the age of 12 years, to enter into the Marina unless accompanied by an adult.
14. The Renter shall not engage in any swimming, diving or underwater activities within the Marina, provided that this shall not prohibit maintenance of the nominated boat, subject to such directions as the Queensland Cruising Yacht Club may stipulate from time to time.
15. The Renter shall not within the marina moor, sail or manoeuvre any boat so as to create a danger, impediment, obstacle or inconvenience to other marina users.
16. The Renter shall ensure that all halyards, lines, ropes rigging and sheets on any vessel at the berth are secured so that they shall not create any noise.
17. The Queensland Cruising Yacht Club may serve on the Renter a notice requiring the Renter, within the time specified in the notice to repair the mooring lines on any vessel so as to ensure that they will safety secure the said vessel.
18. The Renter shall not permit or allow any property, gear or equipment under the control or direction of the Renter to be stored on the marina, including the walkways, fingers or foreshore thereof, without the express consent of the Queensland Cruising Yacht Club.
19. The Renter shall not use fire fighting equipment supplied by Queensland Cruising Yacht Club for any purpose other than for fighting fires.
20. The Renter shall not alter or modify the berth or adjacent structures without prior written approval from the Queensland Cruising Yacht Club.
21. The Renter shall in the use of the marina comply with all rules and bylaws from time to time applicable thereto, and shall also comply with any special instructions from time to time issued by the Queensland Cruising Yacht Club for the efficient, safe and harmonious use of the marina, and any of its facilities, by any persons entitled thereto.
22. Neither the Queensland Cruising Yacht Club nor the Sub-Sublessee shall be liable, and accept no responsibility, for loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to the Marina, nor for the adequacy or otherwise of the Marina, or of any berth, or any other part of the facilities of the marina, and neither the Queensland Cruising Yacht Club or the Sub-sublessee shall be liable to the renter or any persons for the loss of damage to property, or death, or personal injury incurred or suffered within the Marina, however the same occurs, and whether or not attributable to the acts or defaults of the Queensland Cruising Yacht Club, or it's servants, agents, contractors or otherwise howsoever.

23. The Renter, in addition, shall indemnify the Department of Transport & Main Roads, Queensland Cruising Yacht Club and Sub-sublessee against any loss, expense, legal liability, claims and costs incurred by the Department of Transport & Main Roads, Queensland Cruising Yacht Club and Sub-sublessee arising as a result of the Renter's acts or omissions, or the acts or omissions of others to which the Renter has contributed, or the acts of omissions of any persons invited into the Marina by the Renter.
24. In the event of the Renter making default in the observance or performance of any obligation on the Renter's part expressed or implied herein, and such default remaining unsatisfied after 7 days from the date of written notice specifying the default complained of, Queensland Cruising Yacht Club may thereupon, and without the need for any further notice, forthwith cancel and terminate this agreement, and require that the vessel shall be removed from the Marina. Provided that if the default complained of shall be the non payment of the berth rental in accordance with Clause 2 hereof, then the provisions of the following clause shall apply.
25. If having been notified of a default and not having remedied such default shall be for non payment of rental in accordance with clause 2 hereof, the Queensland Cruising Yacht Club may without incurring any liability for so doing and without further notice, remove the vessel and recover the costs of the removal from the renter.
26. The renter may use the water, power and other facilities provided on the structure, in common with any other marina users.

Defined Term

The expression 'Marina' wherever used herein includes the marina waters, the floating structures, fingers and jetties, all marina foreshore areas, buildings under the control or administration of the Queensland Cruising Yacht Club.

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I hereby agree to comply with the Queensland Cruising Yacht Club Constitutions, By-Laws, Rules and Regulations and the conditions contained within this application which may, from time to time be amended with notification.

Signature of owner: \_\_\_\_\_ Dated: \_\_\_\_\_