



200 Gravelly Beach Rd
Gravelly Beach TAS
Ph: 063944271
ABN:79510243636
E: manager@gravellybeachmarine.com.au

MOORING LICENCE AGREEMENT

Boat Owner:.....
Address:.....
Email:.....
Phone:.....Mobile:.....Date:.....
.....

Licence Agreement

Description of Craft:

Name of Vessel:.....Model:.....
Vessel Registration No:.....HIN:.....
Make of Vessel:.....
Weight of Vessel:.....Beam:.....Draft:.....
Insurance Co:.....Policy No:.....Expiry Date:.....
Public Liability Cover:.....
Length of stay:.....Starting Date:.....

This agreement between the 'Boat Owner' and Gravelly Beach Marine includes the terms and conditions listed. Please read these conditions carefully as they form parts of this agreement.

'GBM' - Gravelly Beach Marine – ABN 79510243636 (hereinafter called GBM)

'Marina' – the Marina property including all fixtures and fittings situated at 200 Gravelly Beach Rd, Gravelly Beach, TAS, 7276

'Boat Owner' – Person or Persons listed above.

'Boat' – Boat Listed above.

1. GBM licenses the boat owner the Mooring/Berth facility provided that such occupancy shall not be to the exclusion of GBM. The Boat Owner agrees that he/she will not part with the rights under this agreement without GBM's written consent and only the Boat is to occupy the Mooring/Berth.

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2. Fees: The Boat Owner agrees to pay GBM Mooring/Berth fees as negotiated and agreed upon. Fees are to be paid monthly/yearly in advance. Mooring fees are non-refundable. Fees can be paid by Direct Deposit or Credit Card. GBM will review the Fees annually and are entitled to increase the Fees.
3. Termination of Agreement: The Boat Owner must give notice when they intend to vacate the Mooring/Berth.
4. Vessel Insurance: The Boat Owner must ensure that the vessel is fully insured.
5. No Insurance: The Boat Owner agrees that He/She is wholly responsible for any damage that the Boat causes to GBM or other Boats within the GBM Marina and Mooring area. Clause 1a must be signed and witnessed.
6. The Vessel attached to the mooring must be registered and or in survey at all times and display the registration number/label in the correct position.
7. The Boat Owner agrees to indemnify and keep indemnified GBM against all losses, damages, costs, expenses, claims, penalties, demands, actions or suits arising or resulting in anyway from the Boat Owner's use of the vessel. The Boat Owner also agrees to release and discharge GBM from all action, suits, claims and demands both at law or in equity and /or rising under any statute which the Boat Owner has or could, would or might but for this release at anytime or times after the date of this agreement, the Boat Owner's use of the marine and/or the negligence of GBM.
8. The Boat Owner acknowledges and agrees that GBM is not responsible for damage due to fire, storm, theft, wind, ice, an act of God or the work of independent contractors nor are they liable for the loss or protection of the Boat or its accessories and the Boat Owner shall maintain adequate insurance inclusive of theft, damages and public liability.
9. GBM may move and/or take control of the boat in the event of an emergency or need at their own and sole discretion and at the Boat owners Risk and expensive. GBM will make all efforts to contact the vessel owner if such emergency/need arises.
10. GBM shall not be responsible for injuries to persons or property occurring at the Marina.
11. The Boat Owner will be responsible for all damages to the Marina due to any act, or omission, by himself or his agents, contractors, employees or guests and will indemnify GBM for the costs of repairs.
12. The vessel must be visually suitable for the area and maintained in a seaworthy condition, (IE: capable of undertaking a voyage)
13. The Mooring/Berth apparatus remains the property of GBM.
14. No tradesman or other workers (except owner and crew) may be engaged to work at the premises without first obtaining GBM permission and MUST provide a copy of their current insurance policy at the office. There will be a negotiated fee for use of the tender and/or facility. No Construction, alterations of major repair work may be conducted on the vessel at its mooring unless GBM has given approval.
15. Access: GBM shall endeavour to permit the Boat Owner access to the Marina and mooring area 24hr per day, 7 days per week.
16. Noise: Noise shall be kept to a level that does not encroach on the quiet enjoyment of others.
17. Vehicles: Any Vehicle parked in the GBM car park, park at the Owners risk. GBM will not be responsible for cars parked inside or outside the marina.
18. Garbage: All garbage is to be placed in the rubbish bins provided. Waste oil is to be delivered to the workshop.
19. Boat owners must provide proper lines and fenders to accommodate boat handling and care.
20. All appropriate safety gear is to be worn by the Boat Owner and crew, at all times whilst moving to and from moorings and or berths within the GBM marina and mooring area.
21. Boat Owner's with an annual licence are responsible for the servicing of the mooring being used by their vessel.
22. The Boat Owner agrees that default under this agreement is constituted by the Boat Owner failing to pay the Fees within 30 days of the due date for payment. In the event of default under this agreement the Boat Owner agrees that GBM may serve a letter of demand upon the Boat Owner at the address shown on the previous page giving one month to make full and final settlement of the outstanding fees. In the event that the Fees are not paid in full, or an agreement for the payment is not made with GBM, then GBM is authorised by the Boat Owner to sell the Boat to recover the outstanding Fees and the Boat Owner irrevocably appoints GBM as its attorney to take all steps necessary to sell the boat. On default GBM may also remove the Boat from the Marina and store the Boat elsewhere at the risk and expense of the Boat Owner. GBM is entitled to recover all costs incurred by it in recovering outstanding fees, including, but not limited to, selling fees and legal fees.

I/We have read the conditions of this agreement and I/We accept the conditions in full:

This Agreement is made on the _____ day of _____ 20_____

Signed by the Boat Owner/s: _____



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Clause 1a,

1a- If special circumstances exist regarding your boat and it is impossible for you the Boat Owner to get Insurance, by signing the agreement below, you acknowledge that you are wholly responsible for any damage your Boat causes to other vessels within the GBM marina and mooring area.

Signed by the Boat Owner: _____

Name: _____

Date: _____

Address: _____

Witness Signature: _____

Witness Name: _____

Date: _____

Address: _____