

Marina Registration Form

Casual (Short Term)

Permanent (Long Term)

Vessel Name: _____
 Owners Name: _____
 Address: _____
 Email: _____
 Mobile #1: _____ Phone #2: _____
 Home: _____ Emergency #: _____
 Company Name: _____
 Business Phone: _____ ABN: _____

BOAT DETAILS:

Make/Model	_____	Mono/Multi Hull	_____
Length	_____	Beam	_____
Registration #:	_____	Registration Exp:	_____
Insurance Policy #	_____	HIN:	_____
Insurance Name:	_____	Expiry Date:	_____

Vessel Insurance and registration documents are mandatory. These documents will need to be submitted to the Breakwater Marina office for their records before you will be allowed into a Marina berth.

OTHER INFORMATION REQUIRED

Will you be living on board your boat? Yes No Adults Living Aboard (15 yrs & Over): _____ Children Living Aboard: : _____
 Do you have any pets on board ? Yes No Breed / Colour: _____ Number: _____
 Do you have any vehicles to be parked at the Marina? Yes No
 Registration _____ Make/Model _____

CREDIT CARD AUTHORISATION

I authorise for my marina mooring fees and any other applicable charges to be debited from my credit card until further notice. Yes No
 I understand that the Breakwater Marina will send the credit card receipt with the tax invoice.
 Card Type: _____ Card Number: _____
 Name on Card: _____ Expiry Date: _____

RENTAL AGREEMENT TERMS AND CONDITIONS

I have received a copy of, read and agree to the terms of the agreement between myself and Breakwater Pacific Pty Ltd (ACN 120 213 452) of Breakwater Marina, Townsville. Yes No
Term of Rental Agreement:
Start Date: _____ **End Date:** _____
Date: _____ **SIGN:** _____

Office Use Only

Allocated Berth:	Dates Booked:	Insurance & Registration Copy
Keys Allocated: #	Key Deposit:	Booked by:

**This Rental Agreement is made on the date in the Registration Form.
Between Breakwater Pacific Pty Ltd (ACN 120 213 452) of Breakwater Marina, Townsville ("Breakwater")
and the Renter thereon named.**

RECITALS AND TERMS

- A. Breakwater is the operator of Breakwater Marina ("the Marina") and has authority to enter into this Rental Agreement.
B. The Renter is the owner of the Boat described in the Schedule and has effected the minimum Public Liability Insurance therein described.
C. Breakwater has agreed to rent to the Renter and the Renter has agreed to rent from Breakwater a berth in which to moor the Boat upon the terms and conditions of this Rental Agreement.

OPERATIVE PROVISIONS

- 1. RENTAL OF BERTH:** Breakwater agrees to rent to the Renter a berth in the Marina from time to time whenever requested by the Renter so to do provided that there is a suitable berth available at the relevant time. Nothing in this Rental Agreement shall oblige Breakwater to rent to the Renter a berth at any time if in the opinion of Breakwater no suitable berth is available at that time. The berth rented by the Renter from Breakwater from time to time is hereinafter referred to as "the Berth". The Renter shall pay to Breakwater a rental for such periods as it rents the Berth in advance, the initial rental being the amount specified in the Schedule and thereafter such rental as Breakwater from time to time determines.
- 2. TERM OF RENTAL AGREEMENT:** This Rental Agreement shall commence on the date hereof and expire on the Expiry Date shown in the Schedule.
- 3. USE OF BERTH:** The Renter shall use the Berth only for recreational purposes and not for berthing commercial fishing boats, boats carrying passengers for hire, work boats, commercial freight carriers or for any other commercial or industrial purpose provided that the Berth may be used to berth vessels carrying fare paying passengers and charter boats if so authorized by Breakwater.
- 4. TRANSFER AND RENTING:** The Renter shall not assign transfer sub-let mortgage charge pledge or otherwise encumber or dispose of this Rental Agreement or any interest therein without the prior written consent of Breakwater. For the purposes of this clause if any holder of this Rental Agreement is a company any change in the composition of the board of directors or the shareholders of the company which alters the effective control of the company shall be deemed to be a transfer of this Rental Agreement.
- 5. VACATION:** Breakwater reserves the right to use the Berth or require the Renter to vacate the Berth in case of emergency and also the right to require the Renter to vacate the Berth if necessary to allow repairs or maintenance to be carried out. In these circumstances Breakwater may but shall not be obliged to provide an alternative berth or mooring and Breakwater shall not be required to pay any compensation in relation to such vacation.
- 6. WATER SPACE AND ACCESS ONLY:** This Rental Agreement relates only to the allocated water space of the Berth. In common with others the Renter shall have the right to access and the use of the common walkways and pathways of the Marina subject to such rules as to access and during such hours as Breakwater may from time to time specify for the safety, security and preservation of good order in the Marina.
- 7. NO ALTERATIONS:** The Renter shall not alter or modify the Berth or adjacent structures or make any additions such as fendering without the prior written approval of Breakwater.
- 8. USE OF FACILITIES:** The Renter may use the water, power and any other facilities provided on the structures in common with any other licensees or renters on an occasional and not permanent basis only.
- 9. NO POLLUTION:** The Renter shall not pollute or permit the pollution of the Marina or discharge into the Marina any poisonous, noxious, dangerous or offensive substance or thing. Without prejudice to the generality of the foregoing the Renter shall not discharge any sewerage or otherwise empty any latrines into the Marina or otherwise dispose of any rubbish, refuse, waste, garbage, oil, fuel or other materials whatsoever.
- 10. LIVING ON BOARD:** If the renter wishes to live on board the boat within the Marina the Renter shall within 24 hours notify Breakwater to that effect and Breakwater's approval shall not be unreasonably withheld provided that:-
(i) The boat is of sufficient size and suitably equipped to sustain living on board.
(ii) This clause is strictly adhered to and further that the **drying of clothing, linen or other clothes are not displayed on or about the Boat in such a manner as to be visible to breakwater or other persons using any part of the Marina.**
(iii) An additional fee or charge may be made by Breakwater to the Renter to cover additional power, water and other services incurred as a result of the Renter living on board.
(iv) Such other terms and conditions may be imposed as Breakwater may from time to time consider necessary to prevent unnecessary abuse of the facilities by the Renter as a result of living on board.
- 11. ANIMALS AND PETS:** Animals are NOT permitted to permanently live aboard vessels in the Marina. Animals visiting the Marina are to be physically restrained at all times. No other pets shall be brought into or remain on the Marina without the consent of Breakwater.
- 12. UNACCOMPANIED CHILDREN:** The Renter shall not permit or allow children under the age of 12 for whom the Renter is responsible to enter the Marina unless accompanied by an adult.
- 13. SWIMMING AND FISHING:** The Renter shall not engage in any fishing, swimming, diving or underwater activities within the Marina without the prior written approval of Breakwater. Any approvals shall be subject to such reasonable directions and conditions as Breakwater may stipulate from time to time.
- 14. CONTROL OF BOATS IN MARINA:** The Renter shall not within the Marina moor sail or manoeuvre and boat so as to create a danger or impediment or obstacle or inconvenience to other Marina users. The carrying out of major repairs painting or refitting of craft in wet berths, open storage or parking areas is prohibited. The only repairs and maintenance which may be carried out within the precincts, are minor repairs, internal painting, mechanical adjustments and electrical work capable of being carried out by the Renter himself. Breakwater must be consulted prior to commencing any work.
- 15. STORAGE ON SHORE:** 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 walkways, fingers or foreshore thereof. Advertising or soliciting on any boat berthed in "non-commercial" areas is prohibited unless authorized by Breakwater.
- 16. NO ALCOHOL:** The Renter shall not consume alcoholic beverages within the Marina except on private vessels or on licensed premises or other premises where consumption of alcoholic beverages is not prohibited by law.
- 17. FIRE FIGHTING EQUIPMENT:** The Renter shall not use fire fighting equipment supplied by Breakwater for any purpose other than the fighting of fires.
- 18. SAFETY:**
(i) The Renter shall not bring onto or store motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a dangerous or inflammable nature on any Marina structure or area under the control of Breakwater without prior written approval of Breakwater. Nothing in this sub-clause shall prevent the Renter from carrying small quantities not exceeding 4 litres of fuel in safe containers reasonably required for small outboard engines or stoves.
(ii) The Renter shall not carry out any refuelling of any vessel within the Marina, other Than at the fuel jetty unless otherwise directed by Breakwater.
(iii) A speed limit of maximum of 6 knots with no wash is to be observed departing from or when approaching the entrance to the Marina area. When entering or leaving the Marina, observe Maritime law – always keep to the right – power gives way to sail.
- 19. INDEMNITY:**
(i) Breakwater shall not be liable and accepts no responsibility for the safety of craft, motor vehicles, trailers and other property in or about the confines of the Marina nor for the adequacy or otherwise of the Marina or the Berth or any other part of the facilities of the Marina and Breakwater shall not be liable to the Renter or any other person for any loss or damage to property incurred or suffered within the confines of the Marina whether the same occurs (as a result of negligence or otherwise howsoever) and whether or not attributable to the acts or defaults of Breakwater or its servants or agents or contractors or otherwise howsoever. The Renter in addition shall indemnify Breakwater against the loss, expense or claims suffered by Breakwater within the Marina and arising as a result of the Renter's acts or omissions or the acts or omissions of others to which the Renter has contributed (whether or not as a result of negligence). Breakwater shall not be deemed liable to be a bailee of any items for any purpose whatsoever.
(ii) The Renter accepts full and exclusive responsibility for all loss and damage to any craft, motor vehicle, trailers and other property in or about the confines of the Marina whether owned by the Renter or the Renter's invitees, and indemnifies Breakwater in respect of any damage or loss howsoever caused thereto. The Renter shall at all times keep all such items fully insured with an insurance company to be approved by Breakwater (such approval not to be unreasonably or arbitrarily withheld) against loss or damage by fire storm and tempest typhoon act of God and all other usual maritime risks including explosion and against Public Liability of a minimum amount of one million dollars per occurrence and such other risks as Breakwater may require. The Renter shall provide Breakwater with a copy of its Public Liability Insurance Policy within seven (7) days of the date hereof. Breakwater may on the Renter's behalf arrange such insurance as it thinks fit and the costs of such insurance shall be borne by the Renter.
- 20. DEFAULT:** If the Renter defaults in the observance or performance of any obligations on its part expressed or implied herein Breakwater may immediately terminate this Rental Agreement by either written or verbal notice to the Renter. The termination of this Rental Agreement shall be without prejudice to any other rights claims demands which Breakwater may have against the Renter. Upon termination of this Rental Agreement the Renter shall immediately remove the Boat from the Marina falling which Breakwater may remove the Boat from the Marina and may prevent all access to the Boat other than for the purpose of its immediate removal from the Marina and all costs and expenses incurred by Breakwater in undertaking all of these actions including without limitation legal costs and security guard costs shall be borne by the Renter and shall be payable upon demand.
- 21. COMPLIANCE WITH BY-LAWS AND INSTRUCTIONS:** The Renter shall comply with all Acts, Rules, Regulations and By-Laws from time to time applicable to the use of the Berth and shall also comply with any special instruction from time to time issued by Breakwater.
- 22. SERVICE OF NOTICES:** Wherever in the Rental Agreement Breakwater is required to give notice to or communicate in any way with the Renter such notice or communication shall for all purposes be deemed sufficiently made, given, served or communicated if given in writing by Breakwater.
- 23. GUARANTEE:** If the Renter is a company then the Guarantors (and if more than one then jointly and severally) acknowledge that the Guarantors have requested Breakwater to enter into this Rental Agreement with the Renter and in consideration of that agreement do hereby guarantee to Breakwater the due and punctual performance of all the terms and conditions of the within Agreement and do further covenant and agree that the Guarantors will indemnify and keep indemnified Breakwater against and loss or damage howsoever arising which Breakwater may suffer in consequence of any failure by the Renter to perform its obligations under this rental Agreement and this Guarantee shall not be effected or discharged by the granting to the Renter of any time or other indulgence or consideration or transaction whereby the liability of the Guarantors would but for the provisions hereof have been effected or discharged.
- 24. PRIMARY INTENTION OF THIS RENTAL AGREEMENT:** It is the primary intention of the Rental Agreement that no proprietary right or interest shall be conferred in the water space or facilities granted. To better ensure the fulfilment of this intention Breakwater may from time to time require that new provisions designed to prevent any abuse shall be deemed to apply to this Rental Agreement and such new provision shall bind the Renter. Any such new provision shall apply to all rental agreements or to any relevant group of agreements affected and shall apply one month after notification thereof by Breakwater to the Renter.
- 25. RISK:** The Renter undertakes and warrants to Breakwater that it has effected Public Liability Insurance in respect of the Boat for an amount of not less than \$1,000,000.00 and that the Renter shall keep and maintain that cover during the term hereof.

RENTAL AGREEMENT TERMS AND CONDITIONS

I have received a copy of, read and agree to the terms of the agreement between myself and Breakwater Pacific Pty Ltd (ACN 120 213 452) of Breakwater Marina, Townsville.

NAME: _____

SIGN: _____

Date: _____

Yes I agree to these terms