



HALF MOON BAY MARINA (OPS) PTY LTD

A.C.N. 053 492 890 A.B.N 54 349 569 343

BERTH RENTAL AGREEMENT

Berth No: _____

NAME OF VESSEL _____ DATE IN _____

NAME _____ DATE OUT _____

POSTAL ADDRESS: _____

CONTACT PHONE: _____ Mobile: _____

E.MAIL ADDRESS _____

L.O.A: _____ Meters

Beam: _____ Meters

Draught: _____ Meters

Mono Hull / Multi-hull

Make / Class: _____

Fuel: Diesel / ULP

Year of Manufacture _____

Yacht / Power vessel

Registration # _____ Country /State: _____

Registration Expiry: _____ Date of Departure: _____

All vessels must depart no later than 12noon of the Departure Date

I / We agree to PAY IN ADVANCE the prescribed fee of \$ _____

Daily / Weekly / Monthly / Annually

3 Phase Power: Yes / No If "Yes" 3 Phase power will be charged @ 12.2cents/kwh

If a 3 phase power lead is needed, a refundable deposit of \$500 will be required.

Air Conditioner: Yes / No *All air conditioners will be charged at \$2per day or \$10per week / \$40per month +GST (1st Oct – 1st Apr)*

Vessel Insurance details

Insurance Company: _____ Policy Number: _____

Liability Limit: \$ _____ Expiry Date: _____

Comprehensive / Third Party

Indemnity Details

A vessel is and always shall be moored in a berth at the risk of the occupier of the berth and / or the owner of the vessel and such person or persons as the case may be, shall enter Half Moon Bay Marina and moor a vessel in a berth subject always to the following indemnities existing,

1. The occupier of the berth and the owner of the vessel do hereby indemnify the HMBM OPS P/L and or the YKBC Inc, against all loss or damage how so ever arising from the operations or movement of a vessel in, about or adjacent to the Marina or the general Marina area including (but without limiting the generality of the foregoing) loss/damage caused by the operation or movement of the vessel by any person not so authorized by the occupier and/or the owner.
2. The HMBM OPS P/L and YKBC Inc shall not either directly or vicariously nor shall any of it's servants, agents or invitees be liable in negligence or otherwise for any injury or loss or any sustained or suffered by the occupier or the owner of any invitee licensee or guest of the occupier of the berth and the occupier and the owner hereby indemnify and agree to keep the HMBM OPS P/L and YKBC Inc indemnified from claims arising from any such injury, loss or damage.
3. In the event of the occupier and/or the owner of a vessel requesting or requiring any servant, agent or invitee of the HMBM OPS P/L and YKBC Inc to move or remove a vessel to perform any works thereon then and in all such cases the person or persons concerned shall be the servant, agent or invitee of the occupier and/or owner for the purpose of such movement or removal or the performance of such works.
4. The occupier of the berth and the owner of the vessel hereby undertakes and warrants: That the occupier and the owner has effected Public Liability Insurance in the respect of the boat for an amount of not less than \$1,000,000.00AUD and that the occupier and the skipper shall keep and maintain that cover during the term hereof.

Statutory Declaration:

I _____ and all parties involved with the above vessel have read and understand the above Berth Rental Agreement. I have received and understand the Marina By Laws and. I will abide by the above and the Marina By Laws. If I fail to follow the Marina By Laws or Club Rules, or for any other reason, I understand and agree that Marina Management have the right to request me to remove my vessel from Half Moon Bay Marina, or have my vessel removed from the marina at my expense.

Signature _____ Date _____

Name on Card:			
Card Number:			
Expiry Date on Card:			
Signature:		Date:	



BY-LAWS

HALF MOON BAY MARINA (OPERATIONS) PTY LTD

1. All vessel owners and/or captains will be provided with complimentary membership of Yorkeys Knob Boating Club, for a period not exceeding one calendar month from their vessel's arrival. After one month from arrival date all persons who own, captain, crew and/or are "Liveaboards" are required to become financial members of Yorkeys Knob Boating Club Inc.
2. Living aboard vessels on the Marina is prohibited except where otherwise expressly approved and in accordance with conditions set down by the Marina Management. The Constitution of the Yorkeys Knob Boating Club will apply to all persons residing on the Marina and such persons will apply for membership of the Club if not members.
3. The Marina common area is to be left clear and clean at all times.
4. Garbage shall be placed in the containers provided. No person shall discharge any refuse of any kind into the waters of the Marina. Waste oil and batteries to be placed in Waste Oil Shed (do not leave in drum – pour into sump and dispose of or recycle drum).
5. All fuelling is to be effected from the main fuel wharf. Vessels requiring fuel have first priority over the fuel wharf, however other usage may occur at the sole discretion of the Marina Management and only by prior approval from the Marina Office.
6. Dinghies are to be stored on board the vessel and not left in the water.
7. A maximum speed limit of four (4) knots or no wake speeds whichever is the lesser.
8. The codes and laws of the State of Queensland and pertinent rules and regulations must be followed at all times. Vessels must be registered, identified, marked, equipped and maintained as required by law. The Marina Management reserves the right to request or arrange the removal of any vessel deemed to be derelict.
9. No "For Sale" or "For Rent" signs or any other sign of any kind may be displayed without permission of the Marina Management.
10. Spray painting, construction or refitting to vessels within the Marina will not be permitted. Minor repairs and touch up paint is permitted. Please contact the Marina Office & seek the Marina Manager's approval.
11. No laundry items or wearing apparel are to be hung out to air or dry in public view on or about any part of the vessel in the berth.
12. Vessels must be under power when leaving or entering the Marina.
13. Occupiers whether permanent or casual must not discharge toilet refuse, oil, chemical spirits, inflammable liquid and bilge water into Marina. Vessels fitted with automatic bilge pumps must ensure bilges are kept clean of contaminants. Vessels found guilty of contaminating the Marina will be billed the cost of cleaning up the discharge and could be expelled from the Marina.
14. 15-amp single-phase electrical supply is connected to all Comsen units. Only 15-amp electrical power leads can be connected to the electrical supply. Use of 10-amp leads constitutes a work place health & safety issue and will be reported to the relevant authorities.
15. Fishing or crabbing is prohibited from vessels on the Marina.
16. Dogs, cats and other animals are permitted at the discretion of Marina Management, and must be kept on the vessel at all times, or on a leash when on the Marina. They must not be allowed to foul the Marina area or create a disturbance. Any vessel with pets found guilty of the above will be asked to leave the Marina.
17. Security gates must be left closed at all times.
18. No vessels shall be moored so that any part or parts thereof and particularly the anchor, bowsprit or davits overhang or obstruct any walkway or pontoon.
19. **All rents will be paid in advance.** All services including the mooring of the vessel in the Marina will be deemed to be necessities pursuant to Admiralty Law.
20. Young children should be accompanied by an adult for safety reasons.
21. Short-term vessels booked must give accurate departure details and must be out by 12 noon (tides permitting). Any extension of stay must be confirmed with office at least 2 days prior of original departure date.
22. Commercial vessels operating from the Marina do so at the sole discretion of the Marina Management, and must comply with these By-Laws, and any special conditions set down for their specific operation.
23. Half Moon Bay Marina (Operations) Pty Ltd reserves the right to request that vessels be relocated to alternative berths in order to facilitate efficient management of the Marina, or to move such vessels in the event that the owner/occupier is not able to be contacted or refuses to facilitate the relocation.
24. Half Moon Bay Marina (Operations) Pty Ltd shall not either of directly or vicariously nor shall any of its servants, agents or invites be liable in negligence or otherwise for any injury, loss or damage sustained or suffered by the occupier or the owner of the vessel in or about or while crossing over or going through any other property for the purpose of gaining access to the Marina or the berth and the occupier and the owner hereby indemnify and agree to keep Half Moon Bay Marina (Operations) Pty Ltd indemnified from claims arising from any such injury, loss or damage.