



Tamar Yacht Club Marina Berthing Agreement (NEW LEASES ONLY)

PART A

MARINA OPERATOR: TAMAR YACHT CLUB INC. ("the Licensor")

BOAT OWNER'S NAME:(the Licensee")

HOME ADDRESS:

BUSINESS ADDRESS:

TELEPHONE NUMBERS: HOME: **BUSINESS:**

MOBILE: **EMAIL ADDRESS:**

BOAT NAME: ("the craft")

LENGTH (On Deck): **DRAFT:** **BEAM:**

LENGTH OVERALL (Including Bow Sprints, Davits and Duck Boards):

TYPE of CRAFT: **COLOUR:**

REGISTRATION NO:**TYPE OF CONSTRUCTION:**

DATE: **SIGNED:**



Tamar Yacht Club Marina Berthing Agreement

PART B

TERMS AND CONDITIONS

1. In this Licence words importing the singular or plural number include the plural or singular number respectively and words of any gender shall include any other gender and where more than one person or Company accepts any liability under any covenant condition or obligation herein such persons shall be jointly and severally liable.
2. The Licensor grants to the Licensee for the term of twelve months or for such other period as shall be agreed the non-exclusive right to use and occupy the berth specified in the Schedule hereto or such other berth as shall be nominated from time to time by the Licensor at the Licensor's Marina at Beauty Point in Tasmania for berthage of the craft.
3. The licence fee shall be such annual sum determined by the Licensor and shall, subject to the terms hereof, be due and payable annually in advance on the First day of October in each year (hereinafter referred to as the due date).
4. The Licensee agrees acknowledges and declares that:-
 - (a) he has examined the Marina and its facilities and the specified berth and relies on his own judgment in accepting use of the same placing no reliance upon any statements or representations made by the Licensor nor by anyone on its behalf;
 - (b) he will be responsible for all damage to any structures piles or any property whatsoever arising from any act omission neglect or default of himself his agents employees or invitees;
 - (c) he will and does hereby indemnify the Licensor from and against all actions claims demands losses damages costs and expenses for which the Licensor shall or may become liable in respect of or arising from loss damage or injury from any cause whatsoever to property or persons within or without the

Marina caused or contributed to by the use of the Marina or its associated facilities by the Licensee or his servants agents employees contractors subcontractors or invitees or by an act omission neglect breach or default by any such person or persons;

- (d) he will comply with the Licensor's Rules Regulations and By Laws (which shall be deemed to form part of this Agreement) as may from time to time exist;
- (e) there shall be no warranty whatsoever given by the Licensor as to the condition of the Marina its piers jetties walkways pontoons or other plant facilities and equipment.
- (f) he shall be solely liable for the care and protection of the craft its fittings accessories and contents and for any loss or damage of any nature whatsoever to the craft its fittings accessories and contents and he shall at all times maintain Public Liability insurance in respect of the vessel in the sum of at least Five million dollars;
- (g) the Licensor may at its sole discretion move the craft to any other mooring place at the Licensees expense in any of the following events:-
 - (i) an emergency perceived as such in the sole discretion of the Licensor;
 - (ii) the termination of this Agreement;
 - (iii) the carrying out of repairs or maintenance to or on the Marina;
 - (iv) a nomination by the Licensor as referred to in Clause 2 above;
- (h) he shall not assign transfer or under-licence this licence or any part thereof or grant or purport to grant any licence affecting the same;
- (i) he shall at the expiration or earlier determination of this licence or any extension thereof yield up to the Licensor the berth in good and tenantable repair and condition;
- (j) he shall not bring or permit to be brought into the marina any noxious explosive flammable or dangerous substance solution chemical or other agent or to permit omit or suffer to be done any act or thing which might become a nuisance annoyance or cause damage to the Licensor the Licensor's property the Marina or any other licensee or the property of any other licensee or contravene any statute regulation or by law;
- (k) he shall assume responsibility for all visitors and guests of the Licensee on the marina and the control of them and any such visitors or guest of the Licensee shall only be permitted access to the Marina when in the company of the Licensee;
- (l) he shall comply with the Licensor's reasonable directions as may be required for the proper conduct of the Marina and the convenience of other licensees as the Licensor may determine from time to time and without the need for any prior notice to have been given to the Licensee.

5. The Licensee agrees that the Licensor may terminate this Agreement upon one month's written notice, provided that the Licensor may terminate the agreement forthwith and without prior notice to the Licensee upon the happening of any of the following events:
- (a) a breach by the Licensee of any of the provisions of this Agreement or the Rules, Regulations or By-Laws of the Licensor;
 - (b) any of the berthing or other facilities of the Marina in the opinion of the Licensor becoming unserviceable;
 - (c) any conduct by the Licensee his employees servants agents or invitees which may in the opinion of any responsible officer of the Licensor be prejudicial to the interests of the Licensor or the proprietors or occupiers of any neighbouring premises;
 - (d) the Licensee ceasing to be a member of the Licensor;
 - (e) the failure of the Licensee to pay the Licence Fee in the manner provided herein and it is agreed that the time for such payment shall be of the essence.
6. (a) The Licensee may apply to the Licensor in writing to terminate the Agreement.
- (b) The Licensor in such circumstances may, at its absolute discretion, accept such notice upon such terms as it sees fit and may likewise repay such part of the annual licence fee to the Licensee and may likewise calculate such re-payment by reference to the number of completed months of the licence.
7. The Licensee further acknowledges and agrees as follows:
- (a) The craft shall upon entry to the Marina or any part of the area or waters controlled by the Licensor thereat be in a seaworthy condition and under its own power and must be registered with the Licensor, and identified, marked, equipped and maintained as required by law and safe practice and with particular attention to the provision of adequate firefighting equipment.
 - (b) When the craft enters the Marina or any part of the area or waters controlled by the Licensor thereat, it shall immediately come under the jurisdiction of the Licensor.
 - (c) It shall be the responsibility of the Licensee to provide his own mooring lines and warps and to moor the craft in a proper and seamanlike fashion. The Licensor reserves the right to renew replace or make good any such mooring lines or warps at the Licensee's expense.
 - (d) The Marina shall be kept clear of all gear including dinghies (unless by prior authority of the Licensor) and trolleys/barrows shall be returned to their proper place on shore immediately after use.

- (e) The Licensee shall forthwith remove or cause to be removed from the Marina all waste and rubbish brought upon or generated within the craft or the Marina.
- (f) It shall be the responsibility of the Licensee to keep his craft in such condition that it does not become unsightly or dilapidated or reflect unfavourably upon the reputation and appearance of the Licensor its premises or facilities or the Marina.
- (g) Major repairs painting and fitting out of or to the craft at the Marina is prohibited unless by prior authority of the Licensor.
- (h) The use of shore power cords is permitted within the marina, provided the cord is tagged and tested to meet AS/NZS 3760:2010 standards. (Requires annual testing). Cords may be removed if untagged or considered unsafe.
- (i) There shall be no undue noise or disorderly conduct by the Licensee, his servants, agents or employees.
- (j) Toilets, oil, chemicals, spirits, inflammables and oily bilges shall not be discharged into the waters controlled by the Licensor.
- (k) Swimming diving or fishing within the Marina area is prohibited except for the pre-race cleaning of hulls.
- (l) Children under the age of 14 years shall be accompanied by an adult at all times.
- (m) Any dog accompanying the Licensee upon the Marina premises must be leashed and shall not foul any area controlled by the Licensor.
- (n) Neither laundry of any type nor any item of a personal nature shall be hung out to dry in public view.
- (o) The craft will not be advertised or offered for sale from the Marina area without the prior written agreement of the Licensor.
- (p) The Marina is a “No Wash Zone” and speed should be kept to a minimum.
- (q) Living aboard the craft for a period in excess of three days is prohibited unless the permission of the Licensor is first obtained.
- (r) If the craft is to vacate the berth for a period in excess of seven days the Licensor shall be advised, and may permit other craft to occupy the berth whilst vacant.
- (s) Upon application being made by a Licensee or prospective Licensee to the Licensor, the Licensor may, for such time as the Licensor shall in its absolute discretion allow, remit in respect of such person one half of the licence fee otherwise payable with respect to a berth, pro-rata, while such person wishes to reserve such berth for future use by such person but not (for the period to which such remission shall relate) use or occupy such berth.
- (t) The licence fee shall be due and payable in full on the due date, save and except:

- (i) such fee may, at the discretion of the Licensor, be reduced upon a pro rata basis in respect of a licence which does not commence on the 1st day of October, and in respect of the period between the date of commencement thereof and the 1st day of October next following and in which case the due date for payment shall be the date of the commencement of such licence and the initial term of such licence shall expire on the 1st day of October next following;
 - (ii) such fee may be paid by four equal installments, each of 25% of the Licence Fee, the due date of such payments being the 1st day of October, the 1st day of January, the 1st day of April and the 1st day of July; each quarterly payment will attract an accounting fee of \$35-00.
 - (iii) any Licence Fee not paid by the due date shall be increased thereafter at a rate of 2% of such amount remaining outstanding for each complete calendar month thereafter until the full amount of the licence fee together with any such interest thereon is paid.
 - (iv) Payment of the licence fee in full on the due date shall, except where made in accordance with the exceptions in sub-paragraphs (i) and (ii) above, be reducible by 5% provided that any documentation required by the licensor from the licensee is also received by that date.
- (u) The Licensor may from time to time make rules and regulations as it may consider necessary for the proper management of the Marina and may alter and repeal any of its rules and regulations from time to time as it thinks fit.



**SIGNATORY PAGE
PART B**

DATED this day of 20....

SIGNED by the Licensee

in the presence of:

.....

(Name of Witness)

.....

.....

(Address of Witness)

SIGNED for and on behalf of the Licensor by

in the presence of:

.....

(Name of Witness)

.....

.....

(Address of Witness)



MOORING STANDARDS FOR T.Y.C MARINA

PART C

These are the Standards that you will need to meet for renewal of your Marina Berthing Agreement.

Overview

The T Y C Marina Committee of the Tamar Yacht Club has created a *minimum* set of standards required for securing your vessel in the Club Marina. The standards have been established for protection of your vessel and the Club's marina pontoons and associated equipment.

The mooring lines and pontoon attaching cleats, ringbolts and pad eyes, have an industry standard for their Safe Working Loads (SWL) or Working Load Limit (WLL). The Club standards for mooring are based on these industry standards.

Lines used for mooring in the new Club standards have been selected because of their properties; - ability to float, UV stability, SWL & elasticity. For example, Nylon (Polyamide) is the strongest synthetic fibre line, but it sinks, and stretches up to 50%, - not the one to be used for mooring in a marina.

The size of line to be used is measured by the diameter of a new line as this determines its SWL; an example is set out below.

[D = Diameter]

FIBRE TYPE	S.W.L	EXAMPLES of S.W.L	
		D = 10mm	D= 30mm
Manila (natural fibre)	D^2	100 kg	900 kg
Polyamide (nylon)	$3D^2$	300 kg	2700 kg
Polypropylene	$1.8D^2$	180 kg	1620 kg
Polyethylene (silver)	$1.8D^2$	180 kg	1620 kg
Wire	$8D^2$	800 kg	7200 kg

TAMAR YACHT CLUB

MARINA MOORING STANDARDS

1. Minimum Mooring Line Size

(a) Diameter

Vessel Length	Acceptable Mooring Line Diameter and Construction Material
Up to 10 metre	18 mm Polypropylene
From 11 to 13 metre	20 mm Polypropylene
13 metre & above	22 mm Polypropylene

(b) Length

The length of mooring lines must prevent the vessel from making contact with pontoons, walkways and other vessels in extreme conditions.

No part of the boat or its equipment may be vertically above any part of the marina pontoons or walkways.

2. Mooring Line Condition

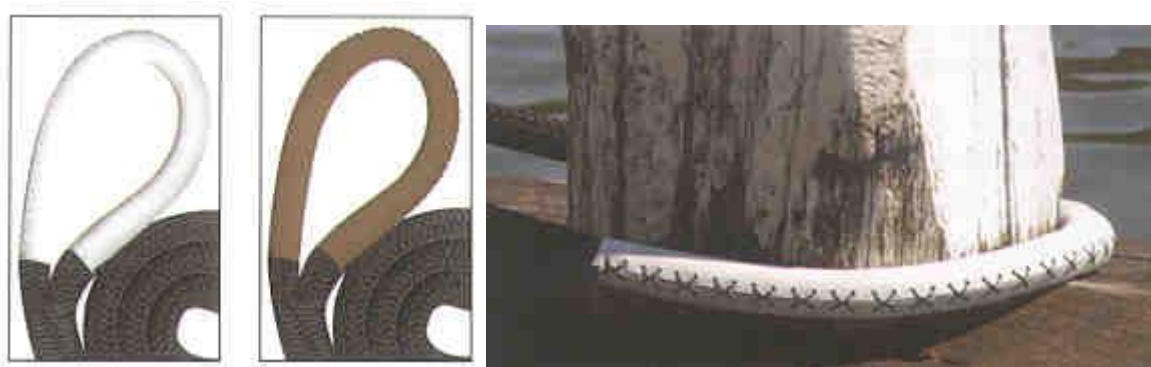
Each mooring line must be *free* of:

- Knots or Bends & Joining Splices
(A knot will reduce the strength of the line by up to 50% a splice will reduce the strength by only up to 10%)
- Excessive Wear
- Ultra Violet Powdering
- Marine Growth

3. Line Attachment Eye

Each mooring line is required to have an *eye splice* at one end for attachment to the pontoon of suitable size to suit the pontoon attachment fitting. The eye splice should be made with a minimum of four (4) tucks into the standing part of the line.

A protective sleeve known as a 'scotsman' is *recommended* for your attachment eye to reduce wear.



4. Vessel Owner's Responsibility

Marina Committee wish to remind vessel owners that the annual contract signed with TYC to moor their vessel mentions that it is their responsibility to secure their vessel. Responsibility includes maintaining the equipment required to moor the vessel; therefore owners should inspect their lines at least every 12 months and replace lines every 3 years.

Renewal of your marina contract will be conditional on your maintaining your vessel moored to the standards required by the club.

5. Periodical Inspections

Marina Committee Members will make periodical inspection of the condition of each vessel's mooring conditions and making recommendations to the general committee for members not adhering to the above standards.



MARINA BERTHING AGREEMENT 2016

PART D ANNUAL RENEWAL DETAILS

OWNERS NAME:

ADDRESS:

PHONE NO: MOBILE NO:

EMAIL:

BOAT NAME: REGISTRATION NO:

BOAT LIABILITY INSURER:

Amount of Public Liability Insurance provided by the Policy:

POLICY NO:

I/We (Owners name) agree to accept the Terms and Conditions of the Tamar Yacht Club Inc. Marina Berthing Agreement, Parts A,B,C and D for the period of the 1st October 2016 to 30th September 2017 to berth my boatfor the agreed amount.

SIGNED: DATED: