

MARINA BERTH RENTAL AGREEMENT

BERTH NO.:

ARRIVAL OBLIGATIONS

The Lincoln Cove Recreational Marina Management Office requires the following items from the Renter:

- Rental Agreement Form signed (Schedule 1 - Below)
- Bond payment
- Payment of your rent
- A copy of your vessel's Insurance Certificate

SCHEDULE 1

LINCOLN COVE RECREATIONAL MARINA BERTH – MOORING RENTAL AGREEMENT

Item 1 Licencee (the renter): _____

of: _____

Item 2 (Berth): _____

Item 3 (Term): _____

Commencement Date: _____

Expiration Date: _____

Item 4 (Rental Rate): _____

Item 5 (Bond): _____

Item 6 (Nominated Boat): _____

Item 7 (Maximum Permitted Dimensions of Berth): _____

Dated the day of _____, 20 _____

SIGNED FOR AND ON BEHALF of THE LICENSOR-

Sign: _____

Print Name: _____

SIGNED BY the RENTER-

Sign: _____

Print Name: _____



MARINA BERTH RENTAL AGREEMENT

Lincoln Lakes Development Co. Pty Ltd ACN 066 149 255 ("the licensor") hereby grants permission to the licensee named in the schedule (hereinafter called 'the renter') to occupy the berth ('the berth') described in the schedule for the period stated in the schedule and at the rental rate stated in the schedule under the following terms and conditions,
and

The renter agrees to accept the licence to occupy the berth nominated in the schedule for the period stated in the schedule and at the rental rate therein stated under the following terms and conditions.

1. TERM

This agreement commences upon the commencement date stated in the schedule and expires on the expiry date stated in the schedule.

2. BOND

The renter agrees to pay the bond set out in the schedule, to the licensor immediately upon completion of this agreement. Provided that the renter has complied with the terms and conditions contained within this agreement, the bond shall be refunded to the renter on the expiration of this agreement.

3. RENT

The renter agrees to pay the rental of the berth to the licensor in advance at the rate set out in the schedule.

4. USE OF BERTH

The renter shall not use the berth other than for accommodating the boat nominated in the schedule ('the nominated vessel').

5. The renter shall not use the berth other than for berthing the nominated vessel whilst the said vessel is used for recreational purposes. The berth shall not be used to accommodate boats used for commercial or business purposes or in connection with commercial or business use.

6. While the nominated vessel is moored at the berth it shall not be used for residential purposes (including overnight lodging) without the prior written consent of the licensor which consent the licensor shall be at liberty to refuse in its absolute and unfettered discretion or to grant upon such terms and conditions as the licensor deems fit.

7. RENTER NOT TO SUBLET

The renter shall not be permitted to sublet or to authorise the use of the berth by any other vessel, unless approved by the licensor.

8. RULES

- The renter shall not do, or suffer, permit or cause to be done, any act, matter or thing which may constitute a breach or cause the lessor to be in breach of any of the provisions contained in the headlease, a copy of which is available for inspection by the renter, and but not limited to, the marina rules as set out below.
- The renter shall not place or suffer or permit to be placed anything on, in or about the marina which may obstruct use of the marina common area, any boat berth area or any part of the foregoing. The renter shall not do or suffer or permit to be done upon the said boat anything which may cause a nuisance, damage, danger or annoyance to the licensor, to any other marina occupier or to any other person or, in or about the marina. The berth shall be used solely for the mooring of the nominated boat and no part of the said boat shall extend beyond the maximum permitted dimensions of the berth specified in the schedule.
- Renters are responsible for the safe and secure mooring of their boats and are liable for damages to the marina, to other boats, and to their own boat, and will be billed for labour and materials to secure boats which are improperly or inadequately secured.
- Fires are not permitted in the marina save that gas burners and barbecues may only be used on board boats, if attended and if all safety rules are observed.
- The renter shall not engage in any swimming, diving or underwater activities within the marina.

MARINA BERTH RENTAL AGREEMENT

- Shore powerlines shall be of the type approved by the licensor and shall not be permitted to hang in the water. Mooring lines shall be neatly stowed at all times when the boat berth area is not in use.
- The renter shall ensure that no laundry or other items of wearing apparel or of a personal nature are hung out to dry or air in public view on any part of such boat moored at the berth or on any part of the marina.
- The renter shall take all necessary precautions against the outbreak of fire in, on or about the said boat, the berth and any other part of the marina and furthermore the renter shall not do or suffer or permit to be done anything which might increase the cost or result in the cancellation of any insurance on the marina.
- The renter shall not do, or suffer, permit or cause to be done, any act, matter or thing which may damage the face or disfigure the marina or any part thereof or the property of or in the possession, custody or control of any person where such property is situated on, in, or about the marina.
- The renter shall, and the renter shall cause the renter's tenants, guests and invitees to comply with all statutes, ordinances, by-laws, regulations and rules for the time being in force affecting the berth, the marina or any part thereof.
- The renter shall not keep or store or suffer or permit to be kept or stored on, in, or about the berth any materials of a dangerous, flammable or explosive nature or any materials the keeping of which may contravene any statute, by-law or regulation for the time being in force, unless the renter shall comply with all requirements and regulations thereunder.
- Dinghies are to be stored aboard boats and not left in the waters of the marina.
- For the purposes of mooring any vessel to the berth the renter shall use only the standard mooring lines provided by the licensor, and shall at all times ensure that these are properly fitted.
- Alcohol shall not be consumed within the marina area except on private vessels, or other premises where the consumption of alcohol is not prohibited by law.
- The renter shall in the use of the marina comply with all statutes, ordinances, by-laws, regulations and rules for the time being in force affecting the berth, the marina or any part thereof and any special instructions from time to time issued by the licensor or any of its agents for the safe and harmonious use of the marina, and any of its facilities, by any persons entitled to use them.
- 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.
- The renter shall keep the berth and walkways abutting the same in good and tidy appearance and shall keep the waters of the marina clean and, without limiting the generality thereof, free from debris and other polluted substances and shall not whilst any boat is moored in the berth or otherwise in the marina discharge any sewerage or otherwise empty any toilet into the marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the marina, except into containers which may be provided by the licensor.
- 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 thereto.
- 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.
- 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 undue noise or disturbance.
- The speed limit within the marina shall be no wake speed and in no case shall exceed whichever is the lesser of 4 knots or such maximum speed as shall from time to time be set by the Harbour Master.
- When entering or leaving the marina boats must be under power not sail.

MARINA BERTH RENTAL AGREEMENT

9. LIABILITY

The licensor shall not be liable and accepts no responsibility, for loss, damage to boats, crafts, third party property persons using the same within the confines of or near to the marina, nor for the adequacy otherwise of the marina, or of any berth, or other part of the facilities of the marina, the licensor shall not be liable to the renter or any person for the loss or damage to property, or death, or personal injury incurred or suffered within the marina, however same occurs and whether or not attributable to the acts or defaults of the licensor, or its servants, agents, contractors or otherwise.

10. INDEMNITY

The renter indemnifies the licensor against any loss, expense, legal liability, claims and costs incurred by the licensor 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 or omissions of any persons invited into the marina by the renter.

11. INSURANCE

The renter shall at all times keep all boats, crafts and any other property owned or brought into the marina by the renter and/or invitees of the renter fully insured whilst in the confines of, or near to the marina against loss or damage by fire, explosion, storm, tempest, earthquake, accidental damage, burglary, act of god and all other usual maritime risks.

12. DEFAULT

In the event of the renter making default in the observance or performance of any obligation of this agreement whether expressed or implied herein and such default remaining unsatisfied after the licensor has given notice, the licensor may thereupon, and without the need for any further notice, cancel and terminate this agreement and require that the vessel be removed from the marina forthwith.

13. LICENSOR'S LIEN

If the licensor removes any vessel in accordance with clause 12, it shall be entitled to a lien on the vessel to the extent of the cost of removal and storage.

14. USE OF SERVICES

The renter may use the water, power and other facilities provided at the marina in common with any other renters.

15. DEFINED TERM

The expression "marina" wherever used herein includes the marina waters, the floating structures, fingers and jetties, pontoons, all marina foreshore areas, administration and service areas under the control or administration of the licensor.

16. SOUTH AUSTRALIA LAW TO APPLY

The law applicable to this agreement shall be the law of the State of South Australia in any event of any matter or question of construction or the interpretation of this agreement arising or any claim, dispute or any other cause of action arising between the parties which shall require the determination of a court of law the parties agree to submit to the jurisdiction of the Supreme Court of South Australia or such other court of competent jurisdiction in South Australia as would have jurisdiction if the cause of action arose in Adelaide.