

BERTH AGREEMENT

OWNER / AGENT					
First Name		Surname			
Company Name					
Mobile		Email			
Address					
VESSEL DETAILS					
Name		Registration			
Hull Material		Length Overall			
Model		Beam			
Type		Draft			
INSURANCE – Certificate of currency is required for all bookings					
Insured Name					
Insurer		Comprehensive			
Policy #		Third Party			
Expiry Date		Salvage & Wreck Removal			
EMERGENCY CONTACT					
Name		Mobile		Email	
BOOKING & RENTAL					
Arrival		Departure			
LIVE ABOARD REQUEST – Living on board requires approval from the Marina Office					
Arrival		Departure			
INVOICING & BILLING - Please select					
☐ Daily	☐ Weekly	☐ Monthly	☐ Quarterly	☐ 6 Monthly	☐ Yearly
Preferred Payment Method:	☐ Auto Credit Card		☐ Direct Deposit / EFT		
CREDIT CARD DETAILS					
To be provided to Marina Office prior to, or upon arrival					
ADDITIONAL NOTES					
I hereby authorize Scarborough Marina to charge my credit card for ongoing goods and services provided by the marina immediately those fees become payable. Please refer to Scarborough Marina Payment Terms & Conditions, which are available on our website and upon request at the Marina Office. I confirm that the above information is correct and that I have read and fully understood the Terms and Conditions and Agreement and Indemnity overleaf and that I will be bound by the Agreement and Indemnity, and at all times observe the Terms and Conditions.					
Signature of Owner / Agent				Date	

BERTH TERMS & CONDITIONS

BERTHING SERVICE

1. The service is the mooring of a vessel within the marina wet lease area.
2. Services noted overleaf are indicative only. Additional services may be added at the request of the owner/agent or as reasonably required by the Marina. Unless otherwise noted, all services will be charged at the current published Scarborough Marina rates.

GENERAL CONDITIONS

3. Owners/agents must ensure that they, their crew and guests and contractors, abide by the Scarborough Marina Rules and Code of Behaviour as published on the Scarborough Marina website (www.scarbmarina.com.au) and available upon request at the Marina Office. The Marina Rules and Code of Behaviour form a binding part of this agreement.
4. Berths, hardstand and/or dry storage spaces may be reallocated and boats moved by Marina staff at the Manager's discretion.
5. All vessels must be insured and carry a public liability for at least \$10,000,000 and full salvage cover. Evidence of current applicable insurance must be provided to and maintained at the Marina Office at all times.
6. Parking in the Marina precinct is wholly at owner's risk. Vehicles parked in unauthorised areas may be towed away at owner's expense and liability. Motor vehicle access in the hardstand area must be approved by the Manager and is limited to loading and unloading only.
7. The vessel owner and vessel shall be responsible for, and shall promptly, upon demand, pay the Marina for any damage, and any costs associated with damage caused to the Marina by the boat, boat owner, boat agent or accompanying visitors.
8. The boat owner/agent may not assign or sub-let any part of this agreement to another party.
9. All boat owners must notify the Marina Office if they intend to have any work performed by outside contractors. All contractors must be approved by the Manager and report to the Marina Office prior to commencing work. Contractors must register the type of work to be carried out and produce evidence of appropriate Ship Repairers and Public Liability Insurance to at least \$10,000,000 covering the intended activities.
10. The vessel and any associated items accepted by the Marina for inspection, custody, storage, repair or any other reason, are subject to the Disposal of Uncollected Goods Act 1967.

ACTION IN CASE OF EMERGENCY

11. The Marina Manager is empowered to take whatever action they see fit in the event of any real or perceived Marina emergency. This includes, but is not limited to, the boarding and entry of the boat by authorised personnel and if, in the Marina Manager's opinion, work has to be carried out, including lifting the boat to the hardstand, to protect the boat or other property from damage or threatened damage from any cause whatsoever, this will be carried out at the boat owner's expense. The owner of the boat absolves Scarborough Marina and its staff and agents of any and all cost and liability relating to all and any such action.
12. In the event of the boat sinking either fully or partially, the Marina Manager is authorised and empowered to take whatever action they deem necessary including engaging contractors and salvage operators and relocating the boat to the hardstand or other location in order to prevent further damage to the boat or other property. If the boat is sunken, the owner of the boat must take immediate action to raise and relocate the boat to a safe place using salvagers approved by the Marina Manager. Should the owner of the boat fail to raise and remove the sunken boat within 48 hours, the Marina Manager is duly empowered and authorised to engage contractors and salvagers wholly at the owner's expense and liability for the purpose of raising the boat and relocating it to dry ground or other location as deemed necessary.

PAYMENT TERMS AND CONDITIONS

Scarborough Marina Payment Terms and Conditions form a binding part of this agreement and are available on our website and upon request at the Marina Office

OUTSTANDING ACCOUNTS

13. Berthing and Drystack Service accounts are payable in advance. Drystack boats with outstanding accounts will not be launched.
14. Hardstand accounts must be fully settled with the Marina Office before the boat is returned to the water or exits the Marina precinct. Ongoing hardstand accounts must be settled fortnightly, or at end of month, whichever comes first.
15. Late Payment and Dishonoured Transaction Finance Charges apply.

NON-PAYMENT OF CHARGES

16. If the owner/agent fails to pay the charges within 28 days of those charges being due and payable pursuant to this Agreement, and after a final notice as per Notices below, Scarborough Marina's authorised agent is empowered immediately, without further notice, to sell the boat and after recovering all charges, plus interest (as calculated pursuant to the following clause hereof) due and owing and attending to all payments incurred in respect of the sale, shall account to the owner/agent for any surplus.
17. Scarborough Marina shall be entitled to charge interest calculated at the rate of 12.5% per annum on all monies due and payable under this Agreement which the owner/agent fails to pay.

NOTICES

18. Any notice, demand, direction, permission, authorisation or other communication (each a "notice") required or permitted, whether expressly, or by necessary implication, to be given under this Agreement shall be in writing addressed to the intended recipient at the address shown in this Agreement or the last known address recorded by the Marina and shall be deemed to have been given and served: (i) where delivered by email, (ii) where delivered by hand or attached to the boat, at the time of delivery, (iii) where sent by ordinary mail, 48 hours after the time of posting.

NON-OBSERVANCE OF TERMS AND CONDITIONS

Non observance of this agreement may be cause for cancellation of this agreement and eviction from the Marina.

AGREEMENT AND INDEMNITY

In consideration of being permitted to moor, store, launch or retrieve the over mentioned boat and to use all or any of the facilities of Scarborough Marina in connection with but not limited to the mooring, storing, launching, retrieving and enjoyment of any such boat, I the undersigned being the owner of the boat mentioned herein or being the duly authorised representative or agent of such owner DO HEREBY on behalf of the owner as the case may be INDEMNIFY and agree to keep Scarborough Marina its staff and agents indemnified:

1. against any damage, loss or liability whatsoever and howsoever arising from or as a result of the use of any of the facilities and services and also the loss or damage or liability whatsoever and howsoever arising and suffered either by myself or the owner as the case may be or any of my or the owner's crew, guests, visitors, invitees or licensees of any of them or any other person or persons whatsoever.
2. against any environmental damage whatsoever including penalties caused by myself or the owner as the case may be or any of my or the owner's crew, guests, visitors, invitees or licensees of any of them or any other person or persons whatsoever.