

MARINA BERTH RENTAL AGREEMENT

PLEASE SIGN
BACK OF PAGE
AND RETURN TO
MARINA OFFICE

This rental agreement between the Port of Airlie Marina and the Boat Owner is subject to the Marina Rules and the Operational Environmental Management Plan (OEMP) attached. Please read these carefully as by signing this Rental Agreement, you agree to the attached Port of Airlie Marina Rules and the OEMP.

Either party may terminate this Marina Berth Rental Agreement on 1 days' notice, whereupon the renter shall vacate the berth. Please note: No refunds will be given for berth rentals, please select your time of stay and berth carefully prior to your arrival.

The Marina may give the renter / boat owner a notice regarding any matter concerning this rental agreement, including any amount due under this rental agreement. Such notice shall be sufficient evidence of the accuracy of its contents unless it is proved to be false.

Should the Marina suffer, incur, become liable or demand be made for any loss, damage, costs, expenses or liability; or should I fail to pay the rent or any other money lawfully owing to the Marina then I ACKNOWLEDGE AND AGREE that the Marina as the case may be shall have lien or charge over the renter / boat owner my vessel and its appurtenances, equipment or contents and may detain the same until such time as all outstanding amounts have been paid in full or any demand be fully withdrawn.

By signing this agreement the renter / boat owner

1. Confirms receiving the Marina Rules of the Port of Airlie Marina and acknowledge that such Marina Rules are displayed on the Notice Board in the Marina Office.
2. Confirms having fully understood the same and further is bound by and at all times observes such Marina Rules in particular the Indemnities contained therein.
3. Agrees to adhere to the OEMP and undertakes to seek guidance from the Marina in the event of any uncertainty as to the application of the Marina Rules and OEMP
4. Agrees to be bound by and at all times observe the directions of Marina management and staff.

A communication required by this Agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgement of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email, when it will be treated as received on that day.

MARINA BERTH RENTAL AGREEMENT

PLEASE SIGN
THIS PAGE
AND RETURN TO
MARINA OFFICE

1. (MARINA) Port of Airlie, Meridian Management Pty Ltd
(Receivers and Managers appointed)
2. (RENTER/
BOAT OWNER) Name _____
Address _____
Mailing Address _____
Phone (B) _____ (AH) _____
Mobile _____ Fax _____
Email _____
- (BOAT SKIPPER) Name _____
Mobile _____
3. (BOAT) Name _____
Boat Registration No. _____ Manufacturer: _____
Length _____ Beam _____ Draft _____
Insurance Details Policy Type: _____ Insurer: _____
Policy Number: _____ Expiry Date: _____
4. (BERTH) Berth No. _____
5. (AGREEMENT FEES) Fee \$ _____
6. (GST) Registered for GST? Yes / No Date Paid Up To. _____
7. (KEY SECURITY DEPOSIT) \$ _____

This agreement is made on the _____ day of _____ year

Signed for the
Marina Management _____

Signed for the Boat Owner _____