



BLUEWATER MARINA

Cairns Far North Queensland

Portside Docks Pty Ltd t/a Bluewater Marina ♦ ABN: 56 682 795 295
Postal Address: 1 Schooner Close, Trinity Park QLD 4879
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MARINA BERTH LICENCE AGREEMENT

Bluewater Marina ("the Licensor") hereby grants to the Licensee a Licence to occupy the allocated marina berth in accordance with the information, terms and conditions set out herein ("the Agreement"). The commencement date of the License is the date on which the Vessel is berthed in the marina. The Licence Term is each License Payment Period.

LICENSEE DETAILS

Vessel Owners Name: _____ ("the Licensee")

Address: _____

Phone Number: (M) _____ Home: _____

Email: _____ Car Rego No.: _____

Driver's Licence No.: _____ Passport No.: _____

Emergency Contact Name & Number: _____

VESSEL DETAILS

Name of Vessel: _____ Type of Vessel: ☐ Monohull ☐ Multihull

Length (Overall): _____ Beam: _____ Draft: _____

Make/ Model: _____ Registration No.: _____

Insurance Co.: _____

Expiry Date: _____

Copy Supplied: ☐ Yes ☐ No

Power Requirements: ☐ 15 Amp ☐ 3 Phase

LICENCE COMMENCEMENT DATE

Commencement Date: _____

Departure Date: _____

BERTH NUMBER ALLOCATED: _____

Your Berth has been allocated by the Marina Manager and can be reallocated upon agreement with the licensee and marina management. The allocated berth will be capable of berthing a vessel of the dimensions you nominate in this Agreement.

Credit Card Authorisation: I hereby authorise Bluewater Marina to keep my Credit Card details on file & charge my Credit Card for the sole purpose of paying marina berthing and electricity fees (1.4% fee applies to all credit card charges).

Name on card: _____ Expiry Date: _____ CCV: _____

Card Number: _____ Signature: _____ Date: _____

☐ Credit Card ☐ Debit Card

LICENCE FEES

Berth Fee: \$ _____ Day/ Week / Month

ELECTRICITY CHARGES

Meter Read at start:

Meter Read at end:

Electricity Used:Kwh \$

Meter/Distribution cost: \$

Total Electricity Cost: \$

Payment in Advance: 1, 3 or 6 month

Amount due: \$

Refundable Key Deposit: \$

Key Number: _____

Direct Debit Instructions

Please insert your vessel name and berth number in the payee reference line.

Bank: Westpac Account Name: Portside Docks Pty Ltd

BSB: 034664 Account Number: 557210

All fees are to be paid in advance and there are no refunds given for any reason whatsoever. The Key deposit will be charged on collection of key. The deposit will be reimbursed to you on return of key to the office or key drop box in the same condition, fair wear and tear excluded, as it were issued.

Electricity Charges: These will be charged for actual energy used plus approved distribution costs and must be paid for at the time of handing in the key. If the key drop box is used and the electricity account has not been paid, you authorize Bluewater Marina to use your credit card to deduct the electricity used and network distribution charge for the duration of your stay.

AGREEMENT AND INDEMNITY

The Licensee in entering into the Agreement hereby covenants and agrees with the Licensors and their Marina Manager:

1. That in this Agreement the term Licensee includes but is not limited to all agents, servants, employees and invitees of the Licensee.
2. That the Licensee must pay the Licence Fee in full and in advance on or before the Commencement Date and per the Licence Payment Period thereafter. From time to time the Licensee may by notice in writing, adjust the Licence Fee payable.
3. That during the Licence Term, the Licensee shall indemnify the Licensors and their Marina Manager from and against all claims, actions, expenses or damages which may at any time be made or claimed against the Licensors and/or their Representative as a direct or indirect result of occupation of or access to the nominated berth.
4. **That the Licensee shall pay prior to departure, all electricity costs and network charges used for the duration of the License. If the Licensee departs without having paid the electricity account in full, the Licensee authorizes the Licensors to deduct the nominated charges from the Licensee's credit card.**
5. That the Licensee will comply at all times with the Bluewater Marina Rules in force for regulating the use of the vessel and the marina.
6. That the Licensee must take out, maintain and provide proof of appropriate insurance including comprehensive insurance on the vessel and public risk insurance in respect of the vessel for at least \$10 million for any single event. It is the responsibility of the Licensee to notify the Licensors when insurance is obtained; of any changes to their cover and provide a current copy of insurance.
7. The Licensors or Licensee may terminate this Agreement by delivering to the other party minimum 1 months' prior written notice.
8. The Licensors may terminate this Agreement with 5 days' notice in writing to the Licensee if:
 - a. The Licensee fails to comply with any of the terms of the Agreement, any reasonable direction given by the Marina Manager or any of the Bluewater Marina Rules;
 - b. The Licensee abandons the berth or vessel (which is deemed to occur if the Licence Fee remains unpaid for more than one month); or
 - c. The Licensee is declared bankrupt or (if a company) enters into any form of external administration, liquidation or insolvency.
9. That if the Licensors terminate this Agreement, it may move the vessel, shall have a lien of the vessel and may sell the vessel at the Licensee's cost.
10. That at the end of the Licence Term or on earlier termination of the Agreement, the Licensee must deliver all keys to the Licensors, **pay all electricity charges, and** vacate the berth and leave it in a clean state and without any damage.

I, the Licensee, acknowledge that I have read this Agreement and the Bluewater Marina Rules and agree to be bound by all the terms and conditions stated therein for the Licence Term.

Name: _____ Signature: _____ Date: _____

Signed by the Licensee (Boat Owner)

Name: _____ Signature: _____ Date: _____

Signed by the Licensor/Representative (Bluewater Marina)