



SCHEDULE 5
CASUAL MOORING AGREEMENT
GEELONG WESTERN BEACH BOAT CLUB Inc
A0003845R

THIS AGREEMENT is made on the date stated in the Schedule between the **GEELONG WESTERN BEACH BOAT CLUB INC** of Western Beach, Geelong (“the Club”) and the person described in the Schedule (“the Owner”).

Permission to Moor Boat

The Club permits the Owner to moor the boat described in the Schedule (“the Boat”) on the mooring described in the Schedule (“the Mooring”) in the Western Beach mooring grid (“the Grid”) for the term stated in the Schedule (“the Term”).

Owner’s Obligation

- (1) The Owner must:–
 - (a) pay the permit fee stated in the Schedule (“the Fee”) on the date stated in the Schedule or until the date on which the Boat is removed from the Mooring whichever first occurs.
 - (b) properly secure the Boat to the Mooring;
 - (c) not permit any other boat to use the Mooring without first obtaining the written consent of the Club;
 - (d) not transfer this Agreement unless the Club has consented to the transfer;
 - (e) comply with any direction of the Club regarding the use of the Mooring; and
 - (f) immediately notify the Club of any damage to the Mooring or to any other boat caused by the Boat.

Owner’s Acknowledgement

- (1) The Owner acknowledges that:–
 - (a) the Boat is capable of being properly secured to the Mooring; and
 - (b) the Club has made no representation as to the suitability of the Mooring for the Boat.

Owner’s Warranty

The Owner warrants that he or she is the owner of the Boat or, if not the owner, has the authority of the owner to enter this Agreement on the Owner’s behalf.

Termination of Agreement

- (1) This agreement will end:–
 - (a) at the end of the Term or any further term granted by the Club in writing; or
 - (b) immediately if the Owner does not comply with this Agreement and he or she fails to rectify the default within 21 days after the service of a rectification notice by the Club.
- (2) When this Agreement ends the Owner must immediately remove the Boat from the Mooring.
- (3) The termination of this Agreement does not release the Owner from the obligation to pay any amount due to the Club by the Owner.

Authority to Move and Store Boat

- (1) The Owner authorizes the Club to remove the Boat from the Mooring and store it or relocate it on another mooring in the Grid at the Owner's risk and expense:-
 - (a) at any time if in the reasonable opinion of the Club the presence of the Boat on the mooring creates a risk of loss or damage to boats on other moorings; or
 - (b) when this Agreement ends and the Owner fails to remove the Boat from the Mooring.

Indemnity

- (1) The Owner releases the Club from and indemnifies the Club in respect of any direct, indirect or consequential claim, action, damage, costs, expenses, loss, injury or death for which the Club is or may become liable to any person arising from:-
 - (a) the use of the Mooring by the Owner;
 - (b) any negligent, careless, reckless or wrongful acts or omission of the Owner; or
 - (c) breach of this Agreement by the Owner.

Signature of the Parties

Owner:

The Club: **Date:**

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Full name of person signing for the Club

SCHEDULE

- (1) DATE OF AGREEMENT:
- (2) OWNER:
- (3) ADDRESS:

- (4) BOAT REGISTRATION No:
- (5) MOORING No:
- (6) TERM: FROM: TO:
- (7) FEE: Weekly or Monthly
- (8) PAYMENT OF FEE: Yearly Daily Weekly Monthly in advance