



SCHEDULE 4
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”).

Grant of Permit

The Club grants a permit to the Owner to locate the mooring described in the Schedule (“the Mooring”) in the Western Beach mooring grid (“the Grid”) and to moor the Boat described in the Schedule (“the Boat”) on the Mooring on the terms and conditions of this Agreement.

Condition of Grant

- (1) This Agreement is subject at all times to the Owner being granted a permit each year by Parks Victoria to locate the Mooring in the Grid (“Parks Victoria Permit”).
- (2) The Club will determine the location of the Mooring within the Grid.

Term of Permit

The Permit will commence on the date of this Agreement and continue until it ends pursuant to the Agreement.

Permit Fee

- (1) The Owner must pay a permit fee annually.
- (2) The permit fee is the amount paid by the Club to Parks Victoria for the Parks Victoria Permit.
- (3) The permit fee will be incorporated in the Owner’s annual membership subscription and must be paid in accordance with the Rules of the Club.

Owner’s Obligations

- (1) The Owner must:–
 - (a) join (if not already a member) and continue to be a member of the Club as an Ordinary Member for the whole of the term of the Agreement;
 - (b) properly secure the Boat to the Mooring;
 - (c) prominently display on the Boat the name and/or the registration number of the Boat;
 - (d) insure the Boat against third party claims and on request provide documentary evidence that the insurance is current;
 - (e) not permit any other boat to use the Mooring without first obtaining the written consent of the Club;
 - (f) not leave the Mooring vacant for more than 6 continuous months;
 - (g) not use the boat as a permanent place of residence;
 - (h) maintain the Boat in a safe and seaworthy condition;
 - (i) comply with the Club’s By Laws and Government Regulations applicable to the use of moorings;
 - (j) hold a current Inspection Certificate in respect of the Mooring;

- (k) immediately notify the Club of any damage to the Mooring or to any other boat caused by the Boat;
- (l) notify the Club in writing if the Boat is sold or otherwise disposed of or relocated elsewhere;
- (m) comply with the terms and conditions of the Parks Victoria Permit; and
- (n) comply with any direction by or order of Parks Victoria concerning the use of the Mooring.

Compliance Inspections

- (1) The Owner authorizes the Club or its agent to carry out an annual inspection of the Mooring and to undertake any necessary maintenance or repairs.
- (2) The Owner must pay the cost of the inspection and any repairs.
- (3) The Club may inspect the Boat for the purpose of assessing its condition.
- (4) If the Boat is not in a safe and sea worthy condition the Club may issue a rectification notice to the Owner specifying the date by which the rectification must be completed.

Owner's Warranties

- (1) The Owner warrants that:–
 - (a) the Boat is not in a hazardous or unsafe condition;
 - (b) the Boat is capable of being properly secured to the Mooring; and
 - (c) 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.

Owner's Acknowledgments

- (1) The Owner acknowledges that:–
 - (a) the Club has made no representation as to the suitability of the Mooring for the Boat; and
 - (b) he or she has read the Club's Rules and By Laws.

Transfer of Agreement

The Owner must not transfer this Agreement unless the Club has first consented to the transfer.

Termination of Agreement

- (1) This Agreement will end:–
 - (a) on the expiry date stated in the Schedule (if any);
 - (b) if Parks Victoria does not issue or renew the Parks Victoria Permit for the Mooring;
 - (c) if the Owner does not comply with this Agreement and he or she fails to rectify the default within 21 days of the service on the Owner of a rectification notice by the Club; or
 - (d) if the Owner ceases to be a member of the Clubwhich ever first occurs.
- (2) The Owner may terminate this Agreement at any time by giving notice in writing to the Club.
- (3) When this Agreement ends the owner must remove the Boat from the Mooring within 28 days from the date of termination.
- (4) The Club may remove the Boat from the Mooring and store it 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 an immediate risk of loss or damage to boats on other moorings in the Grid; or

- (b) if the Owner fails to remove the Boat from the Mooring within the time allowed after the Agreement ends.
- (5) The termination of this Agreement does not release the Owner from the obligation to pay any amount due to the Club by the Owner.

Transfer of Mooring When Agreement Ends

- (1) When this Agreement ends the Owner must transfer ownership of the Mooring to the Club.
- (2) The Club will pay to the Owner within 28 days from the date of termination an amount which is the current cost to the Club of constructing and installing a new mooring less the cost of inspecting and repairing the mooring if necessary and any amount due by the Owner to the Club.

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.

Notice

- (1) A notice required to be given to the Owner must be in writing and sent by pre paid post or email to the last known postal or email address of the Owner.
- (2) A notice will be deemed to be served 72 hours after posting or emailing.

Signature of the Parties

Owner:

The Club: **Date:**

.....
Full name of person signing for the Club

SCHEDULE

- (1) DATE OF AGREEMENT:
- (2) OWNER:
- (3) ADDRESS:
- (4)
- (5) EXPIRY DATE: (If applicable)
- (6) BOAT REGISTRATION No:
- (7) MOORING No: