

THE MOTOR YACHT CLUB OF TASMANIA INC.



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HARDSTANDING AND CAGE AGREEMENT

SHORT TERM LICENCE

Motor Yacht Club ("the Marina, Cage or Hardstanding")

Operator **The Motor Yacht Club of Tasmania** ("the operator")

Owners Name ("the licensee")

TERMS AND CONDITIONS

1. The operator permits the licensee to occupy the cage or hard standing storage on the Club grounds referred to in Appendix 1 ("the berth") for the purpose of a berth for the craft described in Appendix 1 ("the craft").
2. This agreement must be read subject to the Marina Rules in Appendix 3 ("the Marina Rules"), which form part of this agreement.
3. The licence fee will be a sum determined by the operator and be paid as a capitalized sum prior to the commencing date of the license shown in Appendix 1.
4. The licensee agrees and acknowledges that:
 - (a) the licensee has relied on the licensee's own judgment in accepting use of the hardstand or cage and does not rely on statements or representations made by the operator.
 - (b) the licensee will be responsible for all damage to structures, gates and fences or property arising from any act, omission, neglect or default of the licensee, the licensee's agents, employees or invitees.
 - (c) the licensee releases the operator to the full extent permitted by law from all claims and demands of every kind resulting from any accident, damage or injury occurring from any cause in connection with the use of the Hard standing or Cage by the licensee.
 - (d) the licensee will comply with the Marina Rules as varied from time to time, but no variation will be made to the Marina Rules by the operator which would detract from the licensee's rights under this agreement.
 - (e) the licensee is solely responsible for the care and protection of the craft, its fittings and accessories and for any loss or damage to the craft of any nature. The licensee will at all times maintain proper and adequate insurance of the craft in addition to public liability insurance in the sum of at least \$10 million, and provide evidence of the insurance to the operator.

- (f) the operator may at its sole discretion move the craft to any other storage place at the licensee's risk and expense in the event of an emergency. The decision as to whether an emergency exists will be entirely within the discretion of the operator.
- (g) the Licensee is responsible for maintaining in a safe and neat condition the Cage or the immediate area of the Hardstanding
- (h) the licensee is a member of the operator.
- (i) the right created by this agreement is not a lease but merely a licence and the licensee does not obtain a right to exclusive possession of the Hardstanding spot or Cage under this agreement.
- (j) on expiration or sooner determination of this agreement the licensee will surrender the licence to the operator and yield up the Cage or Hardstanding area in a condition satisfactory to the operator.

5. The licensee may, subject to the conditions outlined in the Marina Rules, sub-let or lend the spot to another craft owner and the subsequent occupier will be bound by this agreement as if the subsequent occupier were the licensee. The licensee will however remain liable to ensure that the terms and conditions of this agreement and the Marina Rules are observed and performed.

6. The operator may terminate this agreement immediately upon the happening of any one or more of the following events:-

- a significant breach of this agreement or the Marina Rules occurs.
- any of the berthing or other facilities of the Marina in the opinion of the operator become unserviceable.
- the licensee ceases to be a member of the MYCT.
- the licensee is suspended from membership of the MYCT.

7. The parties agree that if there is any dispute between them in the interpretation of the provisions of this agreement or in the performance or observance by either party of the terms and conditions of this agreement then the dispute will be determined by a single arbitrator appointed by the parties jointly. If the parties cannot agree on an arbitrator, the dispute will be determined by an arbitrator appointed by the President of the Law Society of Tasmania on the application of either party. The parties agree that:-

- (a) the determination or decision of the arbitrator will be final and binding on the parties; and
- (b) all costs incurred in connection with the determination will be paid by the licensee and the operator equally unless otherwise determined by the arbitrator.

Commencement Date Expiry Date

SIGNED Dated

For and on behalf of the operator by it's duly authorised officer(s)

SIGNED by the licensee

In the presence of:-

Witness:

Name: