

BERTH / MOORING / HARDSTAND LICENCE AGREEMENT

I/We

.....

Of

Phone (B) (H) (M) Email

(hereinafter called "The Licensee") agree to take a licence from CAREEL BOAT SERVICES ("CBS") of 94 George Street, Avalon to berth/moor/hardstand the craft described in the schedule in the berth/mooring/hardstand from time to time allocated by CBS at the CBS marina, mooring and hardstand facilities located at Careel Bay, Avalon and I/we agree to pay the non-refundable licence fee or fees in accordance with the scale of charges as may be decided and displayed and/or notified by CBS from time to time, and CBS on (but not before) signing this agreement, agrees to grant the licence to berth/moor/hardstand the craft as the licensee may request, subject to reasonable notice, availability of facilities and subject to such conditions, restrictions and limits as the proper management of CBS and its facilities may reasonably require and otherwise subject to the terms and conditions set out herein. PROVIDED ALWAYS that such use of the berth/mooring/hardstand shall not be exclusive.

In entering into the licence I/we represent to CBS that I am/we are, the sole owner (s) and that the craft is used by me/us exclusively for our personal recreation or that we have fully disclosed to CBS, in writing, any commercial or other non recreational use of the craft.

I/we agree to immediately inform CBS of any change in the matters mentioned in the preceding paragraph and to provide such information regarding those matters CBS may from time to time request.

NOTE: A corporation which has provided finance secured on the Craft on normal commercial terms and which has no right to use the Craft is NOT an owner for the purpose of this licence.

I/we agree that the licence fees shall be non-refundable and paid in advance by the use of a direct debit facility, or otherwise as required, by CBS from time to time and that this licence shall commence

on day of 20..... and will continue until terminated as provided in this agreement.

I/we agree that the terms set out hereunder shall also form part of this licence agreement.

FURTHER TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT FOR A BERTH, MOORING OR HARDSTAND AT CAREEL BOAT SERVICES

SCHEDULE

DESCRIPTION OF CRAFT:

Make Of Vessel Model

Vessel Registration Number Hull Identification Number (Hin)

Name of Vessel

Inboard / Outboard / Stern Drive / Sail / Single / Twin / Petrol / Diesel / Fibreglass / Aluminium / Timber / Steel

Insurance Co: Policy No: Expiry Date:/...../.....

Public Liability Cover: \$

NAME AND ADDRESS OF FURTHER JOINT LICENCEES:

(ii) Name: (iii) Name:
Address: Address:
Phone: Phone:

1. The Licensee holds this License subject to and will observe in all respects the Constitution, By Laws and Regulations of CBS from time to time in force.

2. The license shall be personal and may not be assigned by the Licensee and does not confer on the Licensee any interest in the marina berth, mooring or hardstand and the legal possession control and custody of the Craft shall at all times be in the Licensee and no bailment or assignment of the Craft to CBS is hereby granted or created, subject however to the further specific provisions below.

3. The Licensee will occupy the berth/mooring/position on the hardstand from time to time designated by CBS. The Craft is located at or on the berth, mooring or hardstand entirely at the risk of the Licensee and at all times whilst there or adjacent thereto and in the case of hardstanding whilst being manoeuvred from the water to the allocated hardstand area or in the event of a fall from or the collapse of the hardstand the Craft shall remain at the risk of the Licensee and CBS shall not either directly or vicariously nor shall any servant agent or employee of CBS be liable in negligence or otherwise for any damage to or theft or loss of the Craft or any tackle, goods, gear, machinery or other property thereon no matter how or from what cause such loss or damage may arise or occur including (but without limiting the generality of the foregoing) loss or damage caused by the use or removal of the Craft by any person not authorised by the Licensee to so use or remove it whether such use or removal shall be permitted by CBS or not.

4. CBS shall not either directly or vicariously be liable in negligence or otherwise for any injury (other than the liability of CBS for provable negligence directly causing personal injury) loss or damage sustained or suffered by the Licensee at the berth or mooring or hardstand whether on the Craft or not, nor on or adjacent to the marina or inside or adjoining the boatshed and buildings on CBS's premises no matter how or from what cause such loss or damage may arise or occur.

5. The Licensee shall at all times steer, manage and control the Craft and property thereon so as not to damage or cause to be damaged the property of CBS or of any other persons, and in particular shall avoid damage to the marina, or any mooring or hardstand, jetty, crane, cradle or other equipment or any other craft thereat or thereon.

6. The Licensee shall insure and keep the Craft and its equipment insured with an insurer of recognised standing acceptable to CBS in the name of CBS and the licensee for the respective rights and interest against such risks and for such amounts as CBS may nominate or in the absence of such nomination, against any loss, damage injury or death occasioned by the use of the facilities and/or the use of the Craft and its equipment howsoever caused for the amount if not less than \$10,000,000 (Ten Million Dollars). The Licensee shall deliver the policy of such insurance and evidence of each renewal to CBS and shall promptly pay all premiums and stamp duty, which are necessary for effectively keeping such insurance in force. The Licensee shall on demand produce to CBS evidence to CBS's satisfaction that the current insurance premium has been paid and the insurance required hereunder is in force. If the Licensee defaults in effecting or keeping in force the insurance hereunder and if such insurance shall for any cause become void and invalid, CBS is entitled without prejudice to CBS's other rights and remedies hereunder, but without any obligation to do so, to pay the premiums for such insurance and if so paid by CBS the same shall be immediately recoverable by CBS from the Licensee. The Licensee will not do any act or thing which might invalidate or prejudice any such insurance or CBS's interest therein. The Licensee shall advise CBS forthwith in writing of any event which leads or might lead to a claim for compensation or payment under any insurance policy and shall comply with all instructions of CBS in connection with its claim.

7. Whilst at the berth or mooring no person shall live on board the Craft for more than three (3) consecutive days and no person shall live on the Craft if it is on a hardstand.

8. The Licensee shall at all times comply with the requirements of the Minister for Land and all other relevant laws, regulations, rules and by-laws governing or relating to the registration or licensing of the craft and its equipment or in any manner governing or relating to the craft and its equipment or the use thereof and to obtain and maintain in full force and effect all necessary licences, permits, certificates and registrations governing or relating to the craft and its equipment or the uses thereof and to pay promptly all requisite fees and charges and upon demand produce to CBS receipts for the payment thereof. The Licensee is to pay CBS on demand all money which CBS has paid to make good any failure by the Licensee to comply with any obligation under this Agreement or any other obligation incurred by the Licensee in respect to the Craft and its equipment and all other costs and expenses, including, but without limitation, legal costs and expenses that CBS may incur in the enforcement or protection or attempted enforcement or protection of CBS's rights hereunder. The Licensee shall not dispose of sewage refuse or garbage into Careel Bay or in the vicinity of Careel Bay and the Licensee shall not carry on nor permit to be carried on any business activity on the craft while at the berth, mooring and/or hardstand or in the precincts of the marina, mooring and/or hardstand except at the direction of or with the consent of CBS first had and obtained and no craft other than the Craft shall use the said berth and/or mooring and/or hardstand.

9. Only the Licensee and the Licensee's servants, agents or personal invitees shall use and go upon the marina, mooring and/or hardstand. Any other person shall obtain the prior authorisation of a proper officer of CBS.

10. The Licensee at his own expense shall keep and maintain the vessel and its equipment including but not limited to the slings, ropes and lines of on or attached to the Craft (which ropes and lines shall remain the property of the Licensee) in good and proper working order and condition and in good and substantial repair. The Licensee shall operate, maintain and store the craft and its equipment with due care and diligence and shall be responsible for the adequacy, sufficiency and condition of same.

11. The Licensee will not carry out work and will not permit any work to be carried out on the craft whilst it is in the berth/on the mooring/on the hardstand or anywhere else on or in the vicinity of CBS's facilities at Careel Bay accept work from time to time

permitted by and done in accordance with CBS's By Laws or Regulations from time to time in force.

12. The Licensee will ensure that any person who the Licensee requests to carry out any work on the craft before commencing work obtains CBS's consent to work within its facilities and provide to CBS evidence satisfactory to CBS that the person has insurances acceptable to CBS and enters into such agreement (s) with CBS as CBS may require. The Licensee may assume any tenant or contractor occupying part of CBS facilities has fulfilled the requirements of this clause.

13. The Craft may only be moved or removed from the berth/mooring, hardstand by the Licensee or persons authorised by the Licensee or by a servant agency or employee of CBS if CBS or such servant agency or employee of CBS in its or his/her absolute discretion decides that it is necessary that the Craft shall be so moved or removed from the berth/mooring, hardstand, or pursuant to a Term or Condition of this agreement. In the event of the Licensee requiring any servant agent or employee of CBS to move the Craft or in the event of a servant agent or employee of CBS moving or removing the Craft by virtue of the exercise of its or his/her absolute discretion as aforesaid or pursuant to a Term or Condition of this agreement such servant agent or employee shall for that purpose be the agent of the Licensee and CBS and such servant agent or employee shall not be liable in negligence or otherwise for any damage to or loss or theft of the Craft or property thereon occurring as a result of such moving or removing.

14. The Licensee hereby indemnifies and will keep indemnified CBS against all actions suits claims demands debts obligations or other liabilities arising out of any act or omission of the Licensee.

15. On the termination of this License the Licensee shall promptly remove the Craft and all related equipment, goods, chattels and other personal effects ("Goods") from the marina/mooring/hardstand and shall remain liable for payment of licence fees until the craft and goods are so removed and in the default of the Licensee so doing CBS shall be entitled to remove to any convenient place the Craft and any Goods left by the Licensee at or on CBS's property as a result of this License and CBS may contract for the safe keeping thereof and for payment of storage and insurance fees as agent for the Licensee and all expenses thereby incurred shall be payable by the Licensee and the Licensee shall indemnify CBS against all liability, fees and expenses incurred in respect of such removal or storage or any matter arising thereout and whatsoever CBS shall do in good faith under this clause shall be deemed to be done as agent for and with the full authority and at the risk of the Licensee.

16. In the event of default in payment by the Licensee to CBS of fees and or expenses of whatsoever kind related to this License amounting in total to \$1,500.00 (One Thousand Five Hundred Dollars) or more, or in the event of the Licensee's failure to remove the Craft and/or Goods from CBS's premises for a period in excess of 12 months following notice to the Licensee by CBS to do so, and where CBS has given written notice to the Licensee's address for service of notice of its intention to exercise its rights under this clause, the Licensee hereby agrees that in such circumstances CBS may take a lien over the Craft and any such Goods pending payment of all expenses fees and other liabilities incurred under this agreement whether under the preceding clause or for any unpaid license fees, although no such lien shall be created until such time as CBS gives written notice of such taking of a lien to the address provided by the Licensee.

17. In the event of default by the Licensee as defined in the preceding clause and where CBS has taken the aforesaid lien, CBS may after giving to the Licensee forty five (45) days written notice of CBS's intention to sell, exercise a right of sale over the Craft and over any Goods which are held by CBS. Any such sale shall be by tender or public auction. CBS shall be under no duty to obtain the best price for the Craft and/or Goods when it auctions or sells by public tender the Craft and/or Goods, but shall otherwise act reasonably and in good faith. Any proceeds obtained from any sale by CBS of the Craft and/or Goods net of outstanding fees and expenses and net of all costs and expenses of sale shall be paid to the Licensee or shall be held in trust or paid to the appropriate place for unclaimed monies if the Licensee does not apply to CBS for the proceeds.

18. The Licensee shall prior to or upon the making of this agreement provide to CBS all particulars of the Craft and of the Licensee as might be reasonably required by CBS and the Licensee shall in particular fill out completely and accurately and deliver to CBS any form set aside for this purpose.

19. AND IT IS HEREBY AGREED AND DECLARED that this license may be terminated by either party giving to the other thirty days notice or by the Licensee paying to CBS thirty days licensees in lieu of notice AND notwithstanding the foregoing this License may be terminated by CBS forthwith upon any substantial breach of any of the terms or conditions hereof by the Licensee.

20. The address for services of notices on the parties shall be as set out in this Licence Agreement unless either party has received from the other written notification of change of the other's address prior to sending the first mentioned notice. (Both parties shall otherwise take all reasonable steps to promptly give notice of their correct current address to the other, but CBS shall not be obligated to undertake investigations or searches or locate the Licensee).

21. The parties agree that CBS may make further by-laws and regulations for its facilities in relation to any matters not expressly dealt with in this Licence Agreement and CBS may vary or add to those by-laws or regulations from time to time and the license will comply with any additional or revised by-laws or regulations within seven days of them being displayed or notified by CBS.

22. If there is more than one Licensee hereunder, their individual liability in all respects in relation to this Agreement shall be joint and several, but notice to or from one of them shall bind them all.

23. In this agreement where not repugnant to the context: CBS includes employees, contractors, agents, customers and invitees of CBS and Licensee includes the invitees, employees, contractors, agents and clients of the Licensee.

I/we have read the conditions appearing above and I /we accept the conditions in full.

SIGNED by the Licensee (s): (i)

(ii) (iii)

Date:.....

SIGNED for and on behalf of CBS: **Title:**

Date:.....