



Townsville Motor Boat & Yacht Club Limited  
A.C.N. 009 782 567

# Townsville Yacht Club

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Qld. 4810

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## BERTH RENTAL APPLICATION

### PART A - APPLICANT

NAME: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_ POST CODE \_\_\_\_\_

TELEPHONE: Land Line (\_\_\_\_) \_\_\_\_\_ Mobile \_\_\_\_\_

EMAIL: \_\_\_\_\_

*(The Club must be notified of any change of address or telephone number within seven days)*

DRIVER'S LICENCE NUMBER: \_\_\_\_\_ STATE \_\_\_\_\_

*(NON-AUSTRALIAN CITIZENS MUST PRODUCE PASSPORT IDENTIFICATION)*

PASSPORT NATIONALITY: \_\_\_\_\_ NUMBER \_\_\_\_\_

### PART B - VESSEL

VESSEL NAME: \_\_\_\_\_

VESSEL TYPE:  YACHT  LAUNCH  MULTI-HULL

Overall Vessel Length: \_\_\_\_\_ ft/m Beam: \_\_\_\_\_ ft/m Draught: \_\_\_\_\_ ft/m

*(Overall Vessel length is the maximum measurement from the forward extremity to the after extremity, including all protrusions and overhangs (LOA)).*

PLACE OF REGISTRATION \_\_\_\_\_ REGISTERED NUMBER \_\_\_\_\_

### PART C - BERTHING REQUIREMENTS (Please Tick)

1 NIGHT

CASUAL (2 - 30 Nights)

LONG TERM (30 + Nights)

6 MONTHLY

LIVE ABOARD:  Yes

No

PERIOD: Arrival Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Departure Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### PART D - INSURANCE

*(ALL VESSELS MUST HAVE CURRENT COMPREHENSIVE & PUBLIC LIABILITY INSURANCE)*

INSURER \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_ Expiry Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(A copy of Insurance policy must be lodged with this application)*



**PART E – CREDIT CARD AUTHORITY**

*(ALL APPLICANTS MUST PROVIDE DETAILS OF A VALID CREDIT CARD AS SECURITY FOR PAYMENT OF ALL MONIES DUE TO THE CLUB)*

Credit Card Type:     Bankcard                       Mastercard                       Visa

Cardholder Name: \_\_\_\_\_

Credit Card Number:

Expiry Date:  /

**DECLARATION**

**I, the applicant, authorise Townsville Yacht Club to use the above credit card for payment of any fees incurred.**

**I certify that the information provided and statements made by me are true and correct; and**

**I acknowledge receipt of the Marina Management Protocol and the Rental Conditions and agree to be bound by these.**

**I agree to pay all monies due in accordance with the schedule of fees, set by the club.**

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**OFFICE USE ONLY**

Berth Number: \_\_\_\_\_

Rate: \$\_\_\_\_\_/night    LAB: \$\_\_\_\_\_/night    Key Deposit: \$\_\_\_\_\_

Amount Paid: \$\_\_\_\_\_    Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_

Paid by:  Cash     Credit Card     Cheque

Period: From: \_\_\_\_/\_\_\_\_/\_\_\_\_    To: \_\_\_\_/\_\_\_\_/\_\_\_\_    No. of nights: \_\_\_\_\_

Identification Provided     Copy of Insurance Provided

**Entered in MMS:** \_\_\_\_/\_\_\_\_/\_\_\_\_



**RENTAL AGREEMENT****CONDITIONS** (Refer also to Townsville Yacht Club Marina Management Protocol)

1. The period of berthing is 12:00 noon to 12:00 noon.
2. Charges will be based on the length of the vessel (including bowsprits and duckboards) and rounded up.
3. Multi-hull vessels shall be charged a 50% levy.
4. All berthing fees are payable in advance.
5. Bowsprits and davits must not overhang walkways.
6. No laundry or clothing shall be hung on or from the vessel.
7. No sanding, grinding, painting or maintenance work other than minor maintenance shall be carried out on the vessel.
8. The applicant warrants that the vessel is seaworthy and has appropriate strong points and mooring lines.
9. The Applicant will indemnify the Club for any loss occasioned by reason of the Applicant or the vessel.
10. Dinghies must be stored on board and not left in the water or at the berth unless a designated area has been set aside for which a charge may be made.
11. The Applicant shall not cause or permit any undue noise or disturbance to emanate from the vessel
12. No dog or cat may be kept on the vessel.
13. Persons who are not members of the Club and who wish to remain on a Club mooring for more than 4 weeks must become a Temporary Member of the Club. The cost of Temporary Membership is \$10.00 per week payable in advance.
14. All mooring permits are determinable by the Club on 30 days written notice to the applicant's postal address stated above.
15. The applicant will comply with all direction given by the Club's manager.
16. It is the responsibility of the applicant to abide by the Transport Operations (Marine Safety) Act Regulations 1994 and the Transport Operations (Marine Pollution) Act Regulations 1995.
17. The vessel is at all times moored at the risk of the applicant and the applicant agrees to indemnify, and keep indemnified, the Club against all liability incurred by the Club as a consequence of, or in any way connected with the vessel.
18. Nothing emanating from this application shall confer on the applicant any right as a tenant or create any relationship of landlord and tenant.
19. The Club shall incur no liability to the applicant for the care or safety of the vessel or damage to the vessel or any person associated with the vessel.
20. If the applicant fails to pay the berthing fees or the vessel is otherwise berthed at the marina facility in contravention of any direction given by the Club, then the Club may, without notice, remove the vessel at the Club's discretion without liability whatsoever to the Club and the Club may recover from the applicant all costs incurred by the Club in effecting removal and may sell the vessel to recover such fees and expenses.

