



WESTERNPORT
MARINA

GREAT BY DAY – MAGIC AT NIGHT
MORNINGTON PENINSULA

21 Skinner Street, Hastings, Vic, 3915
Phone: 03 5979 7400
Email: clientservices@westernportmarina.com.au

BERTHING AGREEMENT

Item 1 - Occupier Information

Full Name: _____ ABN: _____

Address: _____
Street Address *Apartment/Unit #*

_____ _____
City *State* *Post Code*

Phone: _____ Mobile: _____

Email: _____

Emergency Contact: _____

Item 2 - Vessel Information

Vessel Name: _____

Vessel Type _____ Model: _____ Year: _____

Length Overall (m/ft): _____ Beam (m/ft) _____ Draft (m/ft) _____

Registration No: _____ Please Circle: Commercial Recreational

Insurance Provider: _____ Policy No: _____ Expiry Date: _____

Item 3 – Berth – Office Use Only

Wet Berth: _____ Hard Stand: _____ Dry Berth: _____

Fob Key Number _____ 2nd Fob Key Number _____



Item 4 - Payment Details

Berthing Fee: \$ _____ Frequency: _____

Commencing on: _____ Paid in advance until: _____

Item 5 - Check List

Have you provided us with a copy of your current Insurance documents?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you provided us with a copy of your current Boat Licence documents?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you completed and signed the Boat Owners Induction?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have all required electricals been tested and tagged in the pasted 12 months?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you have or need to purchase a Clipsal Top Straight Plug 15 amp as per terms and conditions?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

TERMS AND CONDITIONS OF AGREEMENT

This agreement ("Agreement") is made between WESTERN PORT MARINA PTY LTD (ABN 19 006 102 736) of 21 Skinner Street, Hastings, 3915, Victoria ("WPM"), being the owner and operator of the Westernport Marina at Hastings ("the Marina") AND the person referred to at item 1 ("the Occupier")

- 1) A reference to an Item in this Agreement is a reference to an Item in the Schedule on the reverse hereof and a reference to the Space is a reference to the wet berth, dry berth or hard stand in the Marina as specified in item 2 ("the vessel information section").
- 2) The rights granted to the Occupier in the Agreement rest in contract only, are non-assignable and do not create any tenancy or other estate or interest in the Space or the Marina.
- 3) The occupier warrants that the occupier is the owner of the Vessel or is legally entitled to use the Vessel.
- 4) In consideration of payment in advance by the occupier to WPM of the amount set out in item 1 ("the berthing fee"), WPM grants to the occupier a non-exclusive right to store the ship, boat, yacht or vessel described in item 2 ("the Vessel") (and only that vessel) in the space for that period set out in item 3 (" Payment Details").
- 5) WPM will not unreasonably interfere with or disturb the occupiers use of space. However, WPM may at any reasonable time enter the Space to view its state of repair or conditions and that of the Vessel, or to affect any repair to or maintenance of the Space that is reasonably necessary.
- 6) The occupier must ensure that all required licences, registrations and surveys for the Vessel are kept current and that the Vessel (and all her gear, equipment and contents) is insured for complete marine cover including its market value and public liability claims of not less than \$5,000,000 for a single incident. The occupier must promptly provide evidence of the currency of such insurance policy on request by WPM. The occupier must not do or permit anything which may prejudice the rights of WPM under any insurance policy.
- 7) All electrical equipment must be tested and tagged every 12 months including any occupier tools that would be used for repairs, at the cost of the occupier.
- 8) All wet berth occupiers are required to have a Clipsal Top Straight Plug 15 amp when using an electrical lead on the main walkway. It must be a threaded type 15A PLUG fitted to the lead to meet the standards of the marina otherwise any damage resulted to the marinas equipment will become the problem of the tenant of the boat pen.
- 9) While an occupier has a vessel in dry storage, the marina offers a service of washing, flushing, retrieving/launching and placement of the vessel. However, we are ultimately acting as an agent for the occupier and any unforeseen damages will be the responsibility of the occupier and their insurance.
- 10) All Owner's and any owner organized contractors must complete and sign all relevant induction documents
- 11) Any time an owner is in the work yard they must wear a hi-vis vest/top and closed in footwear at all times.
- 12) WPM may temporarily or permanently relocate the Vessel to another space in the Marina on reasonable notice (which is not required in an emergency) but otherwise entirelyly at the discretion of WPM (which shall not be required to justify or explain its decision).
- 13) The occupier must ensure that the vessel remains within the boundaries of the space allocated by WPM and that it does not encroach beyond such boundaries. The occupier must not undertake any repairs of or make any alterations to the space without WPM's prior written consent.
- 14) Discharge of effluent into the marina waters will constitute a breach of agreement and could lead to your eviction from the marina.



- 15) WPM may (in its absolute discretion and without being required to explain or justify its decision) terminate this Agreement without reasonable notice to the occupier if the occupier breaches any material provision of this agreement (including non-payment of Berthing Fees whether demanded or not), in which case the Berthing Fee for the unexpired part of the Term shall not be refundable or reduced. Any monies owing under this agreement will become immediately due and payable to WPM in the event of such termination and the occupier shall have no rights to compensation.
- 16) WPM may (in its absolute discretion and without being required to explain or justify its decision) terminate this Agreement upon reasonable notice to the occupier in circumstances where the occupier is not in breach of any material provision of this Agreement. If this occurs WPM shall refund that part of the Berthing Fee that has been paid and that may be reasonably apportioned for the unexpired part of the Term and the Occupier shall have no rights to compensation.
- 17) If the occupier terminates this Agreement or permanently removes the Vessel from the Marina during the term, WPM shall not be required to refund any part of the Berthing Fee that has been paid and any unpaid Berthing fee shall immediately become due and payable.
- 18) Upon termination of this Agreement the occupier must return to the WPM all keys and passes issued to the occupier, vacate the space, leave it clean and in a state of good repair and remove all the occupier's property from the space.
- 19) If the occupier fails to remove the Vessel from the Marina within a reasonable time after the termination of this Agreement or fails to pay any money owing to WPM (whether under this agreement or otherwise)
 - 13.1- WPM may, in its absolute discretion (at the cost of the occupier), move the Vessel to another area in the Marina (including from a wet berth to a hard stand or otherwise) or padlock the Vessel within the Marina; and
 - 13.2 -The berthing fee shall continue to be due and payable save and except that the Berthing Fee shall be varied to reflect WPM's advertised casual rate.
- 20) WPM shall have a lien over the Vessel and all its gear, equipment and contents for all amounts due by the occupier to WPM under this Agreement or for any other reason. This lien will ensure for the benefit of the WPM notwithstanding the termination of this Agreement. In order to secure the lien, the Occupier agrees to not remove the Vessel from the Marina without consent of the WPM during any period in which the Berthing Fee or any other amounts owing to WPM remain unpaid.
- 21) WPM may charge interest at 10% per annum above the rate prescribed from time to time pursuant to the penalty interest act 1983 on any Berthing fees or other monies due by the occupier to WPM and unpaid for 7 days, calculated daily, until such monies have been paid to WPM.
- 22) Where any amount due under this Agreement or otherwise is due and unpaid for three (3) months from the date on which it becomes due and payable or the occupier has abandoned the Vessel in the Marina, WPM may sell the Vessel (whether by private sale or public auction) and apply the proceeds, firstly, in meeting the cost incurred in making the sale and, secondly, in offsetting any amounts due and payable to WPM and, thirdly, paying the balance to the occupier. The occupier unconditionally and irrevocably appoints WPM the duly constituted attorney of the occupier for the purposes of the sale of the Vessel and the application of the proceeds.
- 23) If where any outstanding monies is overdue for more than 90 days, WPM may refer the outstanding debt to a third party for collection. All fees and any other costs from the third party will be payable by the occupier as well as the original debt and any interest.
- 24) The occupier may store the Vessel in the space entirely at the occupier's sole risk and WPM shall not be liable for the care or protection of the Vessel (including its gear, equipment or contents). The occupier acknowledges that no promise or warranty is given by WPM regarding the sufficiency or efficiency of the Marina facilities or that the space is or will be fit, suitable or adequate for the occupier's use.
- 25) The occupier agrees to hold WPM harmless and to indemnify WPM and to keep WPM indemnified against all claims, cost, suits, actions, proceedings and liability incurred by reason of any act or omission on the part of the occupier (or the occupier's agents, employees and guests) in the use of the Vessel or the facilities of the Marina. The occupier must give immediate written notice to WPM of any relevant loss, injury, damage, accident or incident.
- 26) The occupier (and the occupier's agents, employees and guests) may use the common areas at the Marina for purposes for which they are intended but must not obstruct the said common areas in any way. The occupier (and the occupier's agents, employees and guests) must always comply with all the rules of Westernport Marina as notified or published from time to time (the current rules are set out on the reverse hereof). The occupier (and the occupier's agents, employees and guests) must follow all reasonable directions of WPM in relation to the Vessel, the space or the general use of the Marina. Any failure to comply with the rules or to follow the reasonable directions of WPM will constitute a breach of this Agreement.
- 27) The grant by WPM to the occupier of the rights created under this Agreement constitute the making of a taxable supply for a consideration for the purposes of A new tax system (Goods and Services Tax) act 1999 (as amended) and the occupier must also pay, at the same time and in the same manner as the Berthing Fee or any other amount is otherwise payable under this Agreement, the amount of any GST payable in respect of the taxable supply.
- 28) These Terms and Conditions and the Rules of the Westernport Marina are binding upon all Marina users and shall not be altered or amended in any way whatsoever unless any alteration or amendment is authorised and signed by a Director of Westernport Marina Pty Ltd.

Occupier Acknowledgement

I have read and understand all the terms and conditions of Westernport Marina outline above and agree to comply.

Signature: _____

Date: _____



Rules of Westernport Marina

- (a) No vessel is permitted to enter Westernport Marina (the "Marina") unless it is in a sound, safe, secure, sea worthy and watertight condition and all vessels must operate under their own power and be registered, identified, marked, equipped and maintained as required by law. All vessel must also be insured.
- (b) A vessel shall only be berthed in the Marina where directed and all mooring lines must be kept in good condition and only mooring lines made up to suit the vessel may be used. Marina management reserve the right to provide mooring lines (at the vessel owner's expense) where it is deemed appropriate.
- (c) All vessels must observe a speed limit of 5 knots within, departing from, and when approaching the Marina and standard marine procedures must be observed.
- (d) Marina access is restricted to persons berthing a vessel at the Marina and their invitees. Invitees must be supervised at all times and the Marina takes no responsibilities for invitees or their actions. Access to the third parties other than such invitees is strictly prohibited. All gates, entrances and exits within the Marina must be properly closed after each use.
- (e) Unsightly or dilapidated vessels are not permitted in the Marina. Decks and adjacent areas must be kept clear of all debris, bottles, papers, and other rubbish.
- (f) Repairs, grit blasting, painting, hull cleaning, fitting out or refitting or vessels is not permitted except in designated areas and subject to the prior written consent of the Marina and must have completed an induction. Minor repairs, painting, maintenance, mechanical adjustments and electrical work is permitted subject to the written consent of the Marina. Tradesmen and other contractors must not be engaged to carry out work on vessels at the Marina without written consent of the Marina and must have completed an induction.
- (g) Fuelling or re-fuelling of vessels is not permitted except at the designated Marina Fuelling Facility.
- (h) All necessary precautions must be taken to prevent the outbreak of fire.
- (i) Vessels must not obstruct in any way the embarkation or disembarkation of other occupants of the Marina.
- (j) The display of "for sale" or other signs are prohibited. Advertising is not permitted on any vessels except with the prior consent of the Marina.
- (k) Permanent residence is not permitted in the Marina unless permission is granted by the Marina.
- (l) No laundry or items of a personal nature may be hung out to dry on any vessel or in the Marina.
- (m) Swimming, driving or fishing within the Marina is prohibited and young children must always be accompanied by an adult.
- (n) Sewage, oil, spirits, inflammables, oily bilges and other refuse must not be discharged into the water of the Marina but must be disposed of ashore in the receptacles provided or otherwise to the satisfaction of the Marina.
- (o) Noise should always be kept to a minimum and discretion must be used in operating radios and musical apparatus so as not to create a nuisance and all rigging shall be secured on vessels to reduce noise levels.
- (p) Immoral, unlawful, noxious, offensive, hazardous, or other behaviour likely to cause nuisance, offence, injury or damage to property in the Marina is prohibited.
- (q) No auction, fire, bankruptcy or liquidation sale is permitted in the Marina without the prior consent of the Marina.
- (r) Pets are not permitted in the Marina except with the prior written consent of the Marina and vessels must be kept free of animals, pets, pests, insects, vermin and all infectious diseases and infestations. Feeding birds and cleaning of fish is prohibited in the Marina.
- (s) Bow sprits must not hang over the walkways.
- (t) These rules are made and enforced for the overall welfare of the Marina community and all Marina users are obligated, as members of the community, to at all times accept and abide by them or any other rules, regulations or instructions that may be made or given by the Marina from time to time.

Occupier Acknowledgement

I have read and understand all the rules of Westernport Marina outline above and agree to comply.

Signature: _____ Date: _____

Disclaimer and Signature

Executed as a Deed on ____/____/____

**Executed by the
Occupier.**

Occupier Signature: _____ Date: _____

**Executed for and on behalf of
Westernport Marina.**

Authorised staff member of
Westernport Marina Signature: _____ Date: _____

In the presence of

Witness

Name &

Signature: _____ Date: _____



-CLIENT TO KEEP-

NEW CLIENT INFORMATION SHEET - DRY STORAGE

*GPS Co-Ordinates for Westernport Marina-Latitude 38 18'711 S Longitude 145 11'972 E
A strict speed limit is enforced for boats in the Marina – no faster than 5 knots and no wake

ACCESS

-If you want access to your boat for maintenance or to put gear on/off etc, we will move it to the work area. We will operate the drive through gate to let you in/out during office hours, your key will not open this gate. **All vehicles are to be out of the yard by 4.25pm** otherwise your vehicle will be locked in. If your vehicle is locked in, you will incur a call out fee to open the gate for you to retrieve your vehicle.

-Appropriate footwear and clothing (hi-vis) must be worn at all times when in the yard. No children in the yard please. All leads must be tested and tagged.

-If you want someone else to have access to your boat, including contractors, you must inform office prior. This is for security reasons and it puts unfair pressure on staff when we must refuse their request. Any contractors working on your boat must sign in at the Marina Office prior to starting a job. You must advise the office in advance what contractors are accessing your vessel or they will be denied access.

-For all maintenance it is imperative that both boat owners and contactors complete an induction at the office prior to work commencing.

FUEL

-The fuel wharf is open 24/7, it is a pay at the pump system and only accepts card payments. There is to be no refueling in the marina other than at the fuel wharf. **DO NOT** dock at the fuel wharf if you are not re-fueling.

LAUNCHING AND RETRIEVAL

-Hours of launch/retrieval are 8.00am to 4.00pm seven days a week. Please give us at least 1 hours' notice when you want a launch and the time you want it for. If you are delayed or do no longer wish to use your boat, please let the office know asap.

-If you want to use your boat out of hours, call the office before 4.00pm to book a "Last Launch"; If your boat is still on the service row at 8:30/9am then we may assume it is ready to be retrieved.

-On your return to the Marina, leave your boat on the service row ensuring it is prepared for retrieval (Centre boards & rudders up in the case of yachts, motors or legs up in the case of power boats). We will retrieve your boat at our earliest convenience. -If you're planning to access your boat again shortly and do not wish for it to be retrieved, leave your engine down and dock as close to the gate end as you can, and please notify office staff asap.

-If the service row is full upon return you may park on D row, you just need to let the office know which D row berth you are in so we can retrieve you. You can get out of D row gate, but not back in.

-Trailers must be kept in a suitable condition for staff to easily launch and retrieve.

-If boats are leaving the Marina for any length of time, please contact the office to let us know how long you are likely to be out.

SECURITY AND KEYS

-Your FOB key will only access the service row, laundry, members toilets & showers. These are available at the office for \$50.00.

-Doors and gates are not to be wedged open at any time.

-\$20.00 refund of key will only be available if the key is returned to the office immediately on departure. On departure your key will be deprogrammed, and you will not be able to use it again.

-FOB keys must not be put with magnetic items as it damages the key and you will need to purchase a new one.

OTHER VALUABLE INFORMATION

-Do not berth on E row. Please do not berth your boat at the end of the rows. If you have problems with your vessel, please either come to the service row or into a work pen (next to the travel lift) and then report to office.

-The hoses used for fire services are not to be used except for fighting fires. Please be aware that there is a substantial fine if this is breached.

-Fishing inside the marina is always prohibited.

Office hours are 9.00am to 5.00pm Monday to Friday and 9.00am to 4.30pm Saturday and Sunday

If you need assistance coming into the Marina please call office on 5979 7400. For Emergencies only please call 0475 822 300



-CLIENT TO KEEP-

NEW CLIENT INFORMATION SHEET - WET STORAGE

*GPS Co-Ordinates for Westport Marina-Latitude 38 18'711 S Longitude 145 11'972 E

* Clients are not to dock on fuel wharf

A strict speed limit is enforced for boats in the Marina – no faster than 5 knots and no wake

-Please ensure all bowsprits and anchors are not jutting out over the walkway. All boats are to be fasted securely with rope and springers and with wind direction changes taken into account.

FUEL

-The fuel wharf is open 24/7, it is a pay at the pump system and only accepts card payments. There is to be no refueling in the marina other than the fuel wharf. DO NOT dock at the fuel wharf if you are not re-fueling.

SECURITY AND KEYS

-For security reasons visitors are the responsibility of the berth holder and Marina staff will not give access to our secure areas.

-You need your FOB key to get in and out of your designated row. FOB keys are applicable for your row, laundry and members toilets & showers. These are available at the office for \$50.00.

-\$20.00 refund of key will only be available if the key is returned to the office immediately on departure. On departure your key will be deprogrammed, and you will not be able to use it again.

-FOB keys must not be put with magnetic items as it damages the key and you will need to purchase a new one.

LIFTS AND HARDSTANDS

-Boats cannot be lifted in and out by travel lift on weekends, or public holidays. This service is only available Monday to Friday.

-Use of the hardstand is strictly by bookings via the office regardless of retrieval method. And must be paid for prior to the lift.

--Appropriate footwear and clothing (hi-vis) must be worn at all times. There are to be no children in the yard. All leads must be tested and tagged.

-Bookings for retrieval services are required during the week.

WASTE

-Waste oil receptacle is provided at the rear of the Marina buildings. You may access the yard through the drive through gate during business hours. Press intercom to gain access. It is your responsibility to decant into the tank.

-Toilet pump out facility is available on our fuel wharf. Portapotty facilities can also be emptied.

OTHER VALUABLE INFORMATION

-The 'Georgiana McHaffie' is a 135' cruise boat that leaves E Row. Please do not berth your boat at the end of the rows. If you have problems with your vessel, please either come to the service row or into a work pen (next to the travel lift) and then report to office.

-The hoses used for fire services are not to be used except for fighting fires. Please be aware that there is a substantial fine if this is breached.

-Any contractors working on your boat must sign in at the Marina Office prior to starting a job. You must advise the office in advance what contractors are accessing your vessel or they will be denied access.

-For all maintenance it is imperative that both boat owners and contactors complete and induction at the office prior to work commencing.

-If boats are leaving the Marina for any length of time, please contact the office to let us know how long you are likely to be out.

Office hours are 9.00am to 5.00pm Monday to Friday and 9.00am to 4.30pm Saturday and Sunday

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