

GRYC Marina Berth Sub-Licence

Berth #: Term of sub-licence: / / to / /

1. Definitions:
 - 1.1. "Club" means the Goolwa Regatta Yacht Club.
 - 1.2. "Licence" is a reference to the Marina Berth Licence Agreement as amended to the date of this agreement granted to the Member by the Club a copy of which is attached to the Sub-Licensee's copy of this Sub-Licence Agreement.
 - 1.3. "Member" is the Berth holder pursuant to a Marina Berth Licence Agreement granted to the Member by the Club in respect of the berth identified above.
 - 1.4. "Sub-Licensee" is the party named in the Schedule below.
2. The Member and the Sub-Licensee acknowledge and agree with each other and with the Club that:
 - 2.1. notwithstanding any contemporaneous continuing obligation on the Member pursuant to the provisions of the Licence the Sub-Licensee is bound by and will comply with the provisions of clauses 5, 6, 7, 8, 9, 10.02, 10.03 (b), (c) and (d) as if each reference to "Member" in those clauses was a reference to the Sub-Licensee;
 - 2.2. notwithstanding any agreement or understanding between the Member and the Sub-Licensee the Member acknowledges and agrees that the Member will be and will remain personally liable to comply with all the provisions of the Licence and without limiting the generality of the foregoing provisions of this clause the Member will be liable to pay to the Club:
 - 2.2.1. all Marina Berth maintenance fees and other monies falling due and payable pursuant to sub-clauses 4.01, 4.02 and 4.03 of the Licence Agreement; and
 - 2.2.2. any costs and expenses incurred by the Club in the exercise or purported exercise of its rights pursuant to sub-clauses 7.02, 7.03, 7.04 and 7.05 of the Licence Agreement. For the avoidance of doubt the Member and the Sub-Licensee acknowledge and agree that
 - (a) the Member's obligations and the Club's rights pursuant to those sub-clauses of the Licence extend to and include any boat or other water going vessel moored at the berth pursuant to the Sub-Licence;
 - (b) The Member further acknowledges that the amount of all such costs and expenses must be paid to the Club within 14 days from the date upon which the Club has posted a demand for payment to the Member at the Member's last recorded address in the records of the Club.
 - 2.3. The Club may give to the Sub-Licensee 14 days notice in writing of termination of the Sub-Licence for any act done or omitted to be done by the Sub-Licensee which if done or omitted to be done by the Member would be grounds for termination of the Licence. The Sub-Licensee shall thereupon forthwith remove the Sub-Licensee's boat or water going vessel.
 - 2.4. Within 28 days from the grant or any renewal of this Sub-Licence in respect of the berth the Member shall pay to the Club on an annual basis ten per centum of the fair annual rental value of the berth as determined by the Club for each year of the term of the Sub-Licence or a proportionate part of the fair annual rental in respect of any term of less than one calendar year. The Club in its absolute discretion may waive the whole or any part of the amount payable pursuant to this provision.
 - 2.5. If the Sub-Licensee ceases to be a senior financial member of the Club the Sub-Licence may be terminated by the Club upon giving the Member and the Sub-Licensee 28 days written notice of its intention to terminate the Sub-Licence.
 - 2.6. If the Member ceases to be a senior financial member of the Club the Licence may be terminated by the Club upon giving the Member and the Sub-Licensee 28 days written notice of its intention to terminate the Licence.
 - 2.7. On termination of the Licence for any reason the Sub-Licence will automatically terminate.

The following extracts from the GRYC Marina Agreement are important aspects that the Licensee and the Sub-Licensee must acknowledge.

5. *The member will:*

- (a) *use the said berth only for the storage of a boat or other water going vessel of a length and beam not exceeding that which the said berth has been designed to accommodate and related equipment. For the purpose of this clause the determination of the Club of the length and beam of any boat shall be binding on the Member and the Club shall be entitled to take into account in determining the length of any such boat any bow sprits, pulpit rails, stern davits and/or swim platforms and any other overhanging portion of such boat.*
- (b) *at all times comply with and observe the rules and regulations from time to time made by the Club relating to the use of the said berth and the said marina and the surrounding area*
- (c) *at the Member's expense repair and replace in each case with materials of comparable quality such parts of the said berth as are damaged as a result of the negligence of the Member or one of the Member's crew.*
- (d) *at the Member's expense maintain and keep such of the said improvements as form part of the said berth in good and substantial repair and condition*
- (e) *keep the said berth in a thorough state of cleanliness*
- (f) *forthwith notify the Club of any accident to or defect or want of repair in the said berth likely to be or cause any danger or hazard to the said marina or any person or boat thereon or in the vicinity thereof*
- (g) *keep any boat moored at the said berth in good order and condition and will not allow any such boat to be or become in an unsightly, dilapidated or dangerous condition*
- (h) *indemnify and keep indemnified the Club from and against all actions, claims, demands, losses, damages, costs and expenses for which the Club shall or may suffer or may be or may become liable in respect of or arising out of any loss, damage or injury from any cause whatsoever to person or property either on the said berth or on the said marina or on surrounding area caused or contributed to by the Member or any servant, agent, sub-licensee in virtue of or any other person entering on to the said berth or the said marina or any boat moored in or adjacent to the said marina with the approval or consent of the Member or any servant, agent, sub-licensee, invitee or other person as aforesaid;*
- (i) *take out and maintain in the names of the Member and any other person who shall have an interest in any boat moored or permitted to be moored in the said berth a policy of indemnity insurance with a reputable insurance company for the sum of not less than \$5 million or such other sum as the Club may from time to time determine in respect of the indemnity given by the Member in the preceding sub-clause, which policy of insurance shall contain a cross-liability clause allowing each party comprising the Insured under the policy to claim as if that party were the only person named as the Insured.*
- (j) *upon request of the Club, promptly produce to the Club the said policy or policies of insurance and a receipt for payment of the current premiums or a certificate of currency for the insurance and will not cancel or allow the policy to be cancelled or to lapse without the prior consent of the Club;*
- (k) *in the event of the Member failing to insure any boat moored at the said berth in accordance with this clause or if the Member fails to produce evidence of current insurance in accordance with sub-clause (j) of this clause the Club may take out insurance in respect of such boat for the ensuing 12 months in which event the cost of such insurance and any other expense incurred by the Club in taking out that insurance shall be a debt due by the Member to the Club and shall be payable to the Club on written demand;*
- (l) *not at any time during the term of this Agreement do, permit or suffer to be done, any act, matter or thing whereby any insurance in respect of the marina or required to be taken out by the Member pursuant to this clause may be vitiated or rendered void or voidable or whereby the rate of premium of any such insurance shall be liable to be increased.*

6. *The Member will not without the prior written consent of the Club: -*

- (a) *make or permit to be made any alterations or additions of any kind in or to the said berth.*

(b) use the said berth or any boat or other water going vessel moored at the said berth for residential purposes.

- 7.01 The Club may require the member by notice in writing to remove from the said berth any boat that in the reasonable opinion of the Club is unsightly, dilapidated or dangerous.
- 7.02 If the Member does not remove any such boat from the said berth within seven days of the service of such notice then the Club may at the cost of the Member remove such boat from the said berth and deposit such boat at such place as the Club may determine.
- 7.03 The Member hereby grants the Club authority to deposit such boat in the name and at the expense of the Member with a warehouseman selected by the Club.
- 7.04 The Club shall not be liable or responsible for loss or damage to or warehousing expenses in respect of such boat which shall be at the Member's risk at all times and all costs and expenses incurred by the Club in such removal and deposit shall be and be deemed to be a liquidated debt payable by the Member to the Club upon demand.
- 7.05 The Club in the event of any emergency at its own and sole discretion may move any boat at the said berth to any other berth at the risk and expense of the Member.
- 8.01 The Club shall forthwith enter into and during the term of this agreement will maintain a public liability policy in respect of the said marina.
- 8.02 If the said berth is rendered substantially unfit for use by the Member by reason of an occurrence then the Club shall be under no obligation to restore the said berth and the Club may by one month's notice to the Member determine this agreement, but such determination shall be without prejudice to any claim by either party against the other in respect of any antecedent breach of any term or condition herein contained. Within three months of the occurrence rendering the berth unfit for use the Club shall determine whether it will restore the berth so as to make it fit for use in which event the Club shall as soon as practicable restore the said berth. If the Club determines not to restore the said berth or within three months fails to determine to restore the berth or having determined to restore the said berth fails to proceed to restore it as soon as reasonably practical then the Member may by notice in writing to the Club terminate this Agreement but such termination shall be without prejudice to any claim by either party against the other in respect of any antecedent breach or any term or condition of this Agreement.
- 9.01 The Member shall not without the consent in writing of the Club (which consent may be withheld by the Club in the interest of the members of the Club) permit any boat to be moored at the said berth for a period longer than seven continuous days unless it is owned by the Member PROVIDED HOWEVER that where: -
- (a) a boat is owned by a company in which the Member has a controlling interest
- (b) a boat is owned by the Member and no more than one other person jointly and so that the Member retains at least 50% of the ownership of such boat it shall not be necessary for the Member to obtain the consent in writing of the Club.
- 9.02 The Member shall when applying for the consent of the Club furnish the Club with such information as the Club shall require and without limiting the generality thereof, with such information as the Club shall require to determine the conditions that are to apply if the Club shall grant its consent.
- 9.03 If the Club grants its consent to a boat being owned other than as aforesaid then the Club may grant such consent subject to any conditions whatsoever as the Club may see fit.

9.04 *The Club may at any time require the Member to provide evidence that the boat moored at the said berth is:-*

- (a) owned by the Member, or*
- (b) owned by the persons, corporation or corporations set out in Clause 9.01 hereof*
- (c) owned by the person or persons, corporation or corporations for whom the Club has granted consent and that all the conditions on which the said consent was granted have been complied with.*

9.05 *If a boat moored at the said berth is not: -*

- (a) owned by the Member, or*
- (b) owned by the persons, corporation or corporations set out in Clause 9.01 hereof, or*
- (c) owned by the person or persons, corporation or corporations, for whom the Club has granted consent and if all the conditions on which the said consent was granted have not been complied with or, if the Member fails or neglects to prove to the Club any of the matters set out in Clause 9.04 hereof, or if the Member fails or neglects to give the Club any information which it shall reasonably require concerning any boat moored at the said berth, then the Club may by notice in writing require the Member to remove any such boat from the said berth, and if the Member does not remove any such boat from the said berth within seven days of the service of such notice then the Club may at the cost of the Member remove such boat from the said berth and deposit such boat at such place as the Club may determine and Clauses 7.03 and 7.04 shall apply to any removal of a boat pursuant to this Clause.*

10.02 *If the said outgoings shall be in arrear and unpaid for a period of fourteen days after the same shall have become payable or any other money shall be due and payable by the Member to the Club pursuant to this agreement and such money shall not be paid within fourteen days after payment thereof shall have been demanded by notice in writing or if the Member shall commit or allow to be committed a breach of any of the other covenants herein contained and on the part of the Member to be performed or observed and shall not remedy such breach within twenty-eight days after notice is given to the Member by the Club requiring such remedy or if the Member shall become bankrupt or commit any act of bankruptcy or compound or make any arrangement with his creditors the Club shall be at liberty by notice in writing to determine this agreement but such determination shall be without prejudice to any claim by either party against the other in respect to any antecedent breach of any term or condition herein contained and to the provision of Clauses 10.03 to 10.09 hereof.*

10.03 *If: -*

- (b) the Member dies and the person succeeding to the Member's interest in this agreement is not a Senior Member of the Club*
- (c) the Member's membership of the Club is determined for any reason whatsoever, or,*
- (d) this Agreement is determined pursuant to the provisions of Clause 10.02 hereof*

2.8 The Sub-Licensee acknowledges that prior to signing this Sub-Licence extracts from the Marina Berth Licence Agreement set out were read by the Sub-Licensee.

The Member grants and the Sub-Licensee accepts a Sub-Licence of the berth described above and they each promise and agree with each other and with the Club to the grant of a Sub-Licence between them on the terms and conditions set out above. In reliance upon those promises and agreements the Club consents to the Sub-Licence.

Licensee: Financial Senior GRYC member: Yes / No
Address:
Phone: Email:

Sub-Licensee: Financial Senior GRYC member: Yes / No
Address:
Phone: Email:

Boat Name: Sail number:Boat registration:
Insurance policy company:
Policy number: Period of insurance cover:

Rent for Sub-Licence:
Fee payable to the Club:.....
Any other information:.....

Licensee signature	Sub-Licensee signature	Club Manager signature
.....
Date:	Date:	Date: