



# Marina Rental Agreement

20 Bender Drive, Derwent Park, Tasmania 7009

[www.princeofwalesbaymarina.com.au](http://www.princeofwalesbaymarina.com.au)

ABN. 27 784 882 414 (POW Bay Marina Pty Ltd)

0400 927 510

## Personal Information

Full Name	
Address	
Phone	
Email	

## Vessel Information

Vessel Name	
Vessel Length ( <i>metres</i> )	
Design/Build ( <i>optional</i> )	
Beam	
Draft	
Hull	<input type="checkbox"/> Monohull <input type="checkbox"/> Multihull

## Insurance

*All vessels are required to maintain a minimum of \$10,000,000 public liability insurance at all times while in the marina. Insurance certificate is to be supplied prior to arrival, each year upon renewal & at any time on request.*

Insurer	
Policy expiration date	
Certificate supplied	<input type="checkbox"/> Yes <input type="checkbox"/> No (Will supply prior to arrival)

Customer Initial: \_\_\_\_\_ Marina initial: \_\_\_\_\_

Office Use Only: MF  GP# \_\_\_\_\_ INS  PWR  INV  RPT

### Details of your stay

Arrival Date	
Departure Date	
Billing Frequency  <i>Fees are payable in advance and are non-refundable.</i>	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> 6 Monthly <input type="checkbox"/> Annually
Pets  <i>No cats allowed. 1 dog maximum, to be kept on a lead at all times.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Comment:
Live aboard  <i>Strictly by management approval only. Fees apply.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Comment:
Do you carry gas on board?	<input type="checkbox"/> No <input type="checkbox"/> Yes (see below) If yes, do you have a current gas certificate? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you carry petrol on board?	<input type="checkbox"/> No <input type="checkbox"/> Yes (see below) If yes, quantity held _____

### Shore power connection

Power is individually metered and invoiced quarterly, monthly or on departure.

If connecting to shore power, your power lead must be 15AMP and display a current test and tag label. Power leads must be in good condition and always kept clear of the water.

*The availability of power on the Marina is provided as a convenience. Prince of Wales Bay Marina accepts no responsibility for any damage or fault to your vessels electrical wiring and equipment installed and connected on the Marina system. It is the user's responsibility to ensure the vessel connected to the Marina electrical system is of a safe and satisfactory nature & acceptable to our Marina staff or authorised representative.*

I have read, understand and agree to abide by the marina power connection instructions	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Customer Initial: \_\_\_\_\_ Marina initial: \_\_\_\_\_

## Terms and Conditions of Berthing Agreement

- When entering the marina by land or sea the vessel immediately comes under the Marina's jurisdiction.
- I am aware of and agree to abide by the marina by-laws (available at office and online) , including any future changes or amendments, noting these can be made at any time without notice.
- The marina/Prince of Wales Bay has a legal maximum 5 knot/NO WASH limit at all times.
- Toilets, oils, chemicals, spirits and oily bilges shall not be discharged into the marina.
- An adult must accompany children under the age of 12 years at all times.
- Dogs must be kept on a leash at all times and fouling cleaned immediately. Dogs must not be left tied up and unaccompanied in shared areas of the marina and are not to be taken into bathroom/laundry areas.
- Carparking is provided as a convenience but is not guaranteed. Parking is limited to 1 car per vessel.
- Any collision or damage to the marina/other boats is the responsibility of the boat owner and must be reported within 24 hours.
- Vessels must be kept in a seaworthy condition and prevented from becoming unsightly/dilapidated including ropes, fenders, warps and lines. The Marina Operator reserves the right to renew, replace or make good any mooring lines or attachments at the boat owner's expense.
- Trolleys must be returned to the carpark immediately after use. They must not be left on docks or removed from marina grounds.
- The public liability insurance and boat insurance details specified in the agreement form are correct and the boat owner will maintain adequate public liability insurance (minimum \$10 million), for the duration of their occupancy and will provide the marina operator with evidence of such insurance upon request.
- The Boat Owner will at all times maintain the boat in a seaworthy condition and keep it registered, identified, marked, equipped and maintained as required by law and generally accepted safe practice.
- No part or attachment of a vessel is to project over the walkway at any time. Walkways must be kept clear of all hazards and obstructions, including dinghies and trolleys.
- Ropes/vessels/dinghies must not encroach on adjacent berths.
- Entry to all parts of the marina is at your own risk and it is everyone's responsibility to ensure their own safety. We recommend you familiarise yourself with the location of fire hoses/extinguishers/life rings/emergency evacuation areas. Always consider the weather and your own physical limitations.
- The Boat Owner has examined the marina and its facilities and relies on the boat owner's own judgment in entering into this agreement and using the marina, placing no reliance upon any statements or representations made by the marina operator or anyone on its behalf.
- The Boat Owner will not under any circumstances allow the boat to be rented/leased or any other form of sub-lease.
- All rubbish must be removed from marina and disposed of into the bins provided where appropriate, noting bulky or hazardous waste must be disposed of elsewhere and is not to be placed in the bins provided. Oil disposal is available for a fee, please see office to organise.
- Maintenance, repair or construction likely to impact on other vessels, occupants, the environment and the generation of noise is prohibited. Grinding, welding and sanding are prohibited within the marina at all times.
- Minor non-intrusive work on board vessels may be approved at the sole discretion of the Marina Manager.
- If the vessel is removed from its site pursuant to the terms of this agreement or pursuant to any other default by the boat owner, then the boat owner shall pay all reasonable costs and expenses incurred by the marina operator in removing and holding the vessel at an alternate position or mooring. The marina operator is not responsible for any damage incurred to the vessel as a result of such removal.
- Berth fees are payable in advance and are non-refundable. Interest may be charged on overdue accounts, and the marina operator reverses the right to place a lien or charge over any vessel with outstanding charges until such charges and interest has been paid in full.

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Customer Initial: \_\_\_\_\_ Marina initial: \_\_\_\_\_

Emergency Contact Information

Manager	0400 927 510
Security	62 711 444
Police/Fire/Ambulance	000

Agreement

*I accept the above conditions and rental/service charges as published. I have read, understood and agree to be bound by the above terms and conditions. I am aware of the POW Marina by-laws (Copies are available at the marina office and website) and agree to be bound by them, including any future amendments, for the duration of this and any future periods of occupancy at Prince of Wales Bay Marina. If my occupancy is extended beyond the dates listed in this agreement, or I wish to return for a future booking, I agree to be bound by the terms of this agreement on an ongoing basis and agree to be bound by the fees, charges and by-laws current at the time of any future occupancy periods.*

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Indemnity

*The Prince of Wales Bay Marina takes no responsibility for any incident which may occur to any person or property while on the marina premises whether arising out of the use and operation of the facilities of the marina, out of the negligence of the marina servants or agents, or in any other manner whatsoever, and the owner or person using the Marina hereby indemnifies the Prince of Wales Bay Marina against all claims and demands whatsoever or howsoever arising.*

I \_\_\_\_\_ (name) of \_\_\_\_\_ (place)  
agree to be bound by the above indemnity.

Customer Signature: \_\_\_\_\_

Marina Signature: \_\_\_\_\_ Date of agreement: \_\_\_\_\_

Customer Initial: \_\_\_\_\_ Marina initial: \_\_\_\_\_