



## Mooring Occupation License

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN

Jervis Bay Cruising Yacht Club Incorporated (JBCYC) of Watt St, Callala Bay, NSW, 2540 (Licensor)

AND

\_\_\_\_\_  
licensee name

\_\_\_\_\_  
postal address

\_\_\_\_\_  
Ph no

\_\_\_\_\_  
email address

### BACKGROUND:

- A. The Licensee is the owner of the vessel, the particulars of which are set out in Item 1 of the Reference Schedule ("The Vessel")
- B. The Mooring is identified as one of those swing moorings situated in Callala Bay at the western side of Hare Bay, adjacent to the club house in Callala and consists of 6 swing moorings (The Mooring)
- C. The Licensee has requested the Licensor to grant a licence to use the Mooring for the Vessel

### OPERATIVE PART:

It is agreed as follows;

1. Use of Mooring — The Licensee is granted the exclusive right to use the facility referred to in Item 2 of the schedule hereto from the commencement date referred to in Item 3 of the schedule
2. Licence Fee / Membership Fee — The Licensee shall pay a licence fee in advance on the 1<sup>st</sup> day of this agreement in such manner as the Licensor notifies the Licensee. The licence fee / membership fee may be varied by the licensor at any time by providing one (1) months written notice to the Licensee, such variation to take effect from the next relevant payment date.
3. Term — The term of this licence is \_\_\_\_\_ days.
4. Termination
  - a. This licence may be terminated by either party by providing 24 hours written notice, to the other party.
5. Security Deposit There will be No security deposit payable



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6. Use and Covenants by the Licensee — The Licensee hereby covenants and agrees;
  - 6.1 That the Licensee has examined the facilities at the Moorings and relies on its own judgement in accepting the use of the Mooring and does not rely on any statement or representation made by the licensor or anyone on its behalf.
  - 6.2 That the Licensee shall be responsible for all damage to the Mooring, ground tackle and any structure associated with Mooring or persons using the Mooring, arising from any act, omission, neglect or default by the Licensee or its agents, employees, invitees or guests.
  - 6.3 The Licensee shall comply with all the Licensors rules and regulations in force (and as amended) from time to time and the rules and regulations which are set out in Annexure A of this Licence.
  - 6.4 The Licensee must be a full member of the JBCYC during the term of the license.
  - 6.5 The Licensee must not use the Mooring for any activity which is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the Licensor or any other nearby occupants or licensees.
  - 6.6 The Licensee shall not assign, sublease or part with possession of the Mooring without the prior consent of the Licensor.
  - 6.7 The Licensee hereby indemnifies the Licensor in respect of any damages suffered by the Licensor in respect of any breach of any of the covenants contained in the deed.
  
7. Acknowledgement — The Licensee hereby acknowledges and agrees that:
  - 7.1 The Licensor shall not be responsible for the care or protection of the Licensee's Vessel, its fittings and contents nor for any loss or damage to the Licensee's Vessel, its fittings and contents other than where any loss or damage results from the negligence, wilful or gross misconduct of the Licensor or any of the Licensor's employees.
  - 7.2 The Licensor may in the event of an emergency and its sole discretion move the Licensee's Vessel at the risk and the expense of the Licensee.
  - 7.3 The Mooring facilities are the subject of a management agreement from Road and Maritime Services NSW to the Licensor and the Licensee agrees that it will, so far as the same applicable to it, comply with all the terms and conditions of the management agreement from Road and Maritime Services NSW.
  
8. GST — The Licence fee and all other moneys payable by the Licensee under this Deed are exclusive of Goods and Services Tax. The liability of GST is additional and is payable by the Licensee to the Licensor at the same time as the licence fee and any other moneys are payable if the Licensor shall be or become liable for GST.
  
9. General — The licensor will not be liable or responsible for and is released from and indemnified against any responsibility for any loss, damage or injury which may be sustained by the Licensee or any of its servants or agents in or arising out of the exercise of this Licence or of the powers and authorities conferred on the Licensor and the Licensor will not be in any way whatsoever be liable for or responsible for and is to the fullest extent permitted by law released from and indemnified against any liability firstly for any loss, damage or injury sustained by the Licensee or any of its servants or agents as a result of the Licensee being



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permitted to occupy the Mooring pursuant to this Licence Agreement and secondly for any loss or damage or injury to any chattel or thing upon or around the Mooring other than where such loss or damage results from the negligence, wilful default or gross misconduct of the Licensor or at any of the Licensed employees or servants.

Signed as an agreement

Signed by, or for and on behalf of Jervis Bay Cruising Yacht Club

Signature

Name

Position

Signed by, or for and on behalf of, the licensee in the presence of:

Signature

Witness Signature

Name

Name

The Signatory warrants that he/she is authorised to execute this agreement on behalf of the Licensee.



## Mooring Occupation License

### SCHEDULE

Item 1 – Vessel

Name

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Registration

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Manufacturer

Type of Boat

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Year

Model

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Material

Length

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Beam

Draft

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Engine HP

Engine Make

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Item 2 — Mooring Number CL6372/8

Item 3 — Term is for

days.