

**BAYVIEW MARINA BERTH - TENANT RENTAL AGREEMENT**

Date \_\_\_\_\_

Tenant/s Name/s: \_\_\_\_\_

Vessel Name: \_\_\_\_\_ Allocated Berth:

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_  
Including bowsprit and duck boards

Postal Address: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Berth Only:  Daily:  Monthly:

Live Aboard:  Daily:  Monthly:  No. of Persons living on board:

**Booking, Cancellation and Refund policies apply.** (See 19-21 Bayview Marina Lease agreement)

Date of Arrival: \_\_\_\_\_ am/pm \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Departure Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

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

Credit Card number: \_\_\_\_\_ Card Type : \_\_\_\_\_

Name on Card: \_\_\_\_\_ Expiry Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Certificate of Currency for 3<sup>rd</sup> Party Liability Insurance which is not less than \$5 million must be supplied with this application. Lock access will not be granted if current Insurance is not in the hands of North Commercial NT. Owners that allow insurance to lapse will be personally liable for any damaged caused to the Marina and/or other vessels. All Credit Card payments will incur 2% surcharge.

Copy of 3<sup>rd</sup> Party Property Insurance attached. YES  NO

Country and/or port you have come from \_\_\_\_\_

Please note: All yachts arriving from a place outside Australia must contact Customs 96 hours before arrival. You will also need to call Bayview Marina Lockmaster 0410910888 to arrange an inspection of your vessel and Aquatic Biosecurity 0413 381 094 to obtain a clearance certificate prior to entering our Marina.

AQIS / Customs Clearance: YES  NO  Not required

***I understand and agree to the terms and conditions of the Bayview Marina Berth Tenant Lease Agreement on the reverse of this document. I understand and agree with the Bayview Marina Policy. I agree to pay rent one (1) month in advance at all times for the marina berth and to furnish Bayview Marina Management with copies of the insurance cover and clearance documents. I understand and agree to Bayview Marina Management (North Commercial NT) Booking, Cancelling and refund policies.***

Signature Tenant: \_\_\_\_\_ Signature Witness: \_\_\_\_\_

Name Tenant: \_\_\_\_\_ Name Witness: \_\_\_\_\_

# NORTH COMMERCIAL NT - BAYVIEW MARINA BERTH

## TENANT LEASE AGREEMENT CONDITIONS

This agreement the North Commercial NT leases to the Tenant the Marina Berth for the Term at the Rental subject to the following conditions and to the encumbrance and By-laws applying to the Marina Berth:

1. The Rental shall be paid on the date of this rental agreement and thereafter at the frequency specified in the schedule without the need for demand by North Commercial NT, without any deduction or set-off whatsoever and to the Lessor or such other person/s or banks and by such means as North Commercial NT may from time to time direct.
2. The Tenant shall pay, pro rata calculated on the Term compared to the charging period, any charge or outgoing imposed in respect of the Marina Berth, other than council rates, power and water authority rates and charges imposed on owners of the Marina Berth by the estate management corporation.
3. The Tenant shall pay all stamp duty payable in respect of this Lease.
4. The Tenant shall not assign sublet or in any manner part with or share possession of the Marina Berth.
5. The Tenant shall not:
  - (a) use or permit the Marina Berth to be used other than for the purpose of mooring a vessel as may be permitted by the encumbrance and the By-laws applying to the Marina Berth;
  - (b) carry on nor permit to be carried on upon the Marina Berth any illegal, dangerous or offensive activities;
  - (c) do or omit to do or permit or suffer to be done or omitted to be done anything in or about the Marina Berth or any premises used for the purpose of but not comprised in the Marina Berth whereby North Commercial NT may become exposed to liability for any penalty damages compensation cost charge or expense, and the Tenant shall keep North Commercial NT indemnified against all such liabilities.
6. The Tenant shall duly and punctually comply with and observe at the expense of the Tenant all By-laws, statutes and regulations or obligations from time to time in force and relating to the Marina Berth.
7. The Tenant shall occupy use and keep the Marina Berth at the risk of the Tenant and at all times indemnify North Commercial NT against all damages costs charges expenses actions claims and demands which may be sustained suffered recovered or made against North Commercial NT by any person for any damage to property death or injury any person may sustain when using entering or being near any part of the Marina Berth arising as a result of any cause or reason whatsoever, or arising from the use of the Marina Berth by or through the Tenant, whether arising naturally negligently or otherwise howsoever except where caused by a wilful or negligent act of North Commercial NT or its employees.
8. If the Tenant pays the Rental and complies with its obligations herein it shall be entitled to peacefully hold and enjoy the Marina Berth during the Term without interruption by North Commercial NT or any persons rightfully claiming under or in trust for it.
9. If the Rental or any part shall be in arrears for 14 days after having fallen due whether demanded by North Commercial NT or not, or if the Tenant shall breach or not observe any of the following covenants more fully set forth above:
  - (a) the covenant not to assign this Lease;
  - (b) the covenant as to use of the Marina Berth;
  - (c) the covenant to comply with statutes, by-laws and notices thereunder;and shall fail to remedy any such default (if capable of remedy) within 14 days (being agreed to be a reasonable period to remedy any such default) after service upon the Tenant of a notice in writing requiring remedy thereof; then that default and failure to remedy shall be deemed to be a breach of an essential term of this Lease amounting to a repudiation by the Tenant, and North Commercial NT may without notice accept that repudiation and terminate this Lease without prejudice to any other remedy right or power which North Commercial NT may have.
10. The period of any Notice to Quit in respect of the Marina Berth given by North Commercial NT to the Tenant shall be 14 days.
11. If North Commercial NT shall be entitled to terminate this Lease or if this Lease terminates for any reason (including by operation of law) consequent upon default by the Tenant, North Commercial NT shall whether or not it has re-entered or taken possession of the Marina Berth be entitled to take action against the Tenant for damages consequent upon that default and shall be entitled to recover damages therefore including for any antecedent default and for the loss of the entire Term and of North Commercial NT's bargain.
12. If on the expiration of the Term or any extension or renewal, the Tenant, with the consent of North Commercial NT, continues in possession of the Marina Berth it shall be as a tenant from month to month at the same rate of rental as payable immediately prior to the commencement of such monthly tenancy or any other rental as may be agreed upon from time to time and upon these terms and conditions so far as applicable to a monthly tenancy and such tenancy may be determined by one month's notice in writing which notice may expire at any time.
13. The Tenant shall from the commencement of the Term take and maintain at all times during the Term in the joint names of North Commercial NT and the Tenant a Public Risk (Occupiers Liability) insurance policy cover, with coverage of each incident of not less than FIVE MILLION DOLLARS or such other sum as North Commercial NT may from time to time require, and will produce to North Commercial NT upon demand the policies of insurance, premium receipts and certificates of currency in respect of the policies.
14. The covenants and provisions contained in this Lease and in any statutory provisions relating hereto are expressly agreed by the parties to cover and comprise the whole of the agreement between them and the existence of any implied collateral or other agreement warranty or representation relating hereto is hereby negated and it is further agreed that no variation of this agreement shall be made otherwise than in writing and signed by both parties.
15. The parties acknowledge and agree that this Lease is for the purpose of mooring a vessel and is not the grant of a right of occupancy of residential premises within the meaning of, or subject to, the Residential Tenancies Act.
16. The Tenant acknowledges that access through the lock is subject to the By-laws.
17. Where two or more persons are named as a party to this Lease their liability is joint and several. Every covenant or agreement expressed or implied in this Lease in which two or more persons covenants and agree shall bind such persons and any two or more of them jointly and severally.
18. A meaning given to a term in the Schedule has the same meaning in the rest of this Agreement. The rental is inclusive of GST but any other payment to be made by the Tenant shall if necessary be increased so as to give the recipient the amount provided for herein after payment by the recipient of any GST liability.
19. For all berth bookings a 7 day deposit is required to be paid at time of booking.
20. Any cancellations for bookings within 14 days of arrival date will not have deposit refunded. This includes any amended arrival dates.
21. Live Aboard, Daily and Casual Fees Non-Refundable. Monthly Rental Fee refunded only if berth can be re rented for part or full duration of original agreement, paid at the completion of original agreement.

Signature Tenant: \_\_\_\_\_

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