



CAIRNS CRUISING YACHT SQUADRON LIMITED



ABN 77 010 595 758
CLUBHOUSE AND MEMBERS BAR
24 BERTH MARINA - ALL ASSOCIATED FACILITIES
42 - 48 TINGIRA STREET, PORTSMITH QLD 4870
P: 07 4035 5115 - E: sailing@ccys.com.au

PERMIT TO OCCUPY CCYS MARINA BERTH, PILE MOORING AND TRAILER PARK SPACE

To: Cairns Cruising Yacht Squadron ("The Agent")
42-48 Tingira Street
PORTSMITH QLD 4870

APPLICANT DETAILS

Full Name: _____ ("The Applicant")
Address: _____
Postal: _____ P/Code: _____
Phone: Home: _____ Work: _____ Fax: _____
Mobile: _____ Email: _____

VESSEL DETAILS

Name: _____ Sail Motor ("The Vessel")
Length Overall: _____ Beam: _____ Dra ft: _____
Registration: _____
Insurer: _____ Policy Number: _____
Expiry Date: _____

CCYS Membership Number: _____

Marina Berth No: _____ Pile Mooring No: _____ Trailer Park Space: _____ ("the berth")
Permit Commences: ____ / ____ / ____ ("the commencement date")
Permit Expires: ____ / ____ / ____ OR week to week ("the expiry date")
Fee Rate: \$ _____ per day / week ("the fee")

OFFICE USE ONLY

Fee Paid \$ _____ Date ____ / ____ / ____ Receipt No: _____
Member Key No: _____ \$50.00 Key Deposit Paid Yes No

I have read and accepted the conditions of this permit (Please see over)

Signed by the applicant /s on ____ / ____ / ____ at Cairns Cruising Yacht Squadron

Print name, _____ (Applicant) _____ (CCYS Official)

Print name, _____ (Applicant) _____ (CCYS Official)

Continues on next page

CONDITIONS OF PERMIT

1. The CCYS owns and occupies its marina and pile moorings in Smith Creek Cairns and has all the necessary authority to permit the Applicant to use the marina and pile moorings in terms of this permit.
2. Subject to payment of the Fee and compliance with the other terms of this permit the CCYS shall permit the Applicant to secure the vessel in the Marina, Pile Mooring or Trailer Park Space (“the berth”) on and from the commencement date until this Permit expires.
3. This permit shall expire on the earlier of the Expiry Date **or** the day the CCYS shall terminate this Permit by Written notice, delivered to or left at the vessel, and the CCYS shall not be required to give any reason for termination of this Permit prior to the Expiry Date.
4. On the expiry Date or earlier termination of this permit the Applicant shall forthwith:
 - 4.1 attend to payment of any unpaid part of the fee due up to that day;
 - 4.2 return the members key, if leaving the Port of Cairns;
 - 4.3 remove all property of the Applicant from the facility and leave same in a clean and tidy state; and
 - 4.4 remove the vessel from the Marina or Pile Mooring or Trailer Park Space.
5. The Applicant warrants and undertakes to the CCYS:
 - 5.1 The Applicant owns, or is lawfully entitled to possession of the Vessel;
 - 5.2 The Vessel is not carrying any dangerous or illegal goods and substances;
 - 5.3 that if LPG gas or other similar gas fuelled heating or cooking facilities is used on the Vessel then all of those facilities comply with regulations or the Gas Act 1965 and the Gas Regulations 1989, **or** if applicable, comparable international standards;
 - 5.4 The Vessel has current insurance cover against liability for any loss or damage to property and for the death or injury to any person caused by, through or in connection with the Vessel, to at least \$10.0M (AUS) and comprehensive insurance, or insurance which includes full fire, salvage costs and environmental clean-up. A copy of such insurance policy of certificate shall be lodged with the CCYS office each year.
 - 5.5 The Applicant and the Vessel will not cause any nuisance or annoyance to other occupiers of the berth facilities nor the CCYS;
 - 5.6 The Applicant will comply with the CCYS Constitution, CCYS Rules and By-Laws and directions from the Clubhouse Manager at all times;
 - 5.7 If required by the CCYS (or Agent) the Applicant will move the vessel to another berth within the facility as directed by the Clubhouse Manager, and the CCYS will not be required to give any reason to the Applicant in this respect.
6. All fees are payable in advance. Marina fees are calculated using the overall length extremities of the vessel. Interest at the rate of 9.45% per annum shall be charged on all fees not received within the stated trading terms of 14 days from date of invoice.
7. The Applicant acknowledges and agrees that if the Applicant fails to pay an instalment of the Fee when due, the CCYS shall have the right to detain and hold the Vessel pending payment of the Fee in full and the Fee shall continue to be payable and shall be paid by the Applicant at the rate specified herein until the whole Fee has been paid to the CCYS in full.
8. In consideration of the CCYS permitting the Applicant and the Vessel to use the berth, the Applicant hereby indemnifies and agrees to keep indemnified the CCYS from and against all claims arising against the CCYS, its members or others caused by the Applicant or the operation or movement of the Vessel from whatever cause.
9. The Applicant acknowledges that the CCYS, its servants or agents, shall not be liable in negligence or otherwise, for any injury, loss or damage sustained or suffered by the Applicant or the Vessel or any invitee, licensee or guest of the Applicant in any way associated with the Applicant or the Vessel’s use or access to the berth and the Vessel, and the Applicant hereby indemnifies and agrees to keep the CCYS indemnified from any claims arising from any such injury, loss or damage.

Applicant’s Signature:

Date: