



Pittwater Mooring Services PTY. LTD.

ABN 87 000 704 807

48 PATRICK STREET AVALON BEACH, NSW 2107
PHONE: (02) 9918 3423 MOBILE: 0415 412 330

MOORING HIRE AGREEMENT

This Hire Agreement made this _____ day of _____, _____, between
Pittwater Mooring Services P/L and (Occupier) _____

Address _____

Phone B) _____ H) _____ M) _____

Email: _____

Description of Vessel:

Name: _____ Rego #: _____

Type: _____ Length: _____

Notice of change of address or contacts must given immediately.

(Hereinafter referred "Occupier") agree to rent from Pittwater Mooring Services P/L (PMS) of
48 Patrick Street, Avalon Beach, NSW, 2107.

Term: This term of hire shall be billed for a 2 month period, beginning on the date hereof.

This Lease shall automatically renew every 2 month period; unless the Occupier gives notice to PMS no less than 30 days prior termination of the Hire. Provided, however, if PMS increases the monthly hire fee, the Occupier shall have 30 days after written notification of such increase to provide written notice to the Occupier's election to terminate the Hire at the end of the then effective term.

Hire and Fee: The Occupier shall pay PMS for the use of its mooring space, **due and payable by end of 2 month period.** If the Occupier fails to pay the monies due a late fee may incur, which will be added to the next billing period.

PMS Warrants:

1. That it is the holder of a commercial mooring license from NSW Maritime that includes the mooring space hired herein.
2. That the mooring hired herein is in sound condition.

Boat Owner's Liability/Indemnity of the mooring: The Occupier covenants to exercise due care in occupation of the leased mooring space and to vacate the mooring in the same good condition, wear and tear occasioned by normal use only excepted. The Occupier shall release PMS from any and all claims, actions, proceedings, damage and liability arising from or connected the PMS. PMS does not carry insurance on the property of the Occupier. The Occupier must moor a seaworthy vessel with current insurance including third party property and personal injury damage cover. As the Occupier, I/we certify that the above boat is insured with:

Insurance Co: _____ Policy #: _____

Expiry date: _____

Limitation of PMS Liability: The Occupier acknowledges that he/she has inspected the mooring space hired herein and satisfies him/herself that the mooring space is adequate for safe mooring of the above vessel. This contract is not a bailment of the Occupiers boat, but a hire of mooring space. The Occupier shall not remove the boat from the mooring space until such a time as all rental payments are paid in full, including late fees and attorneys fee if collection is placed with an attorney for satisfaction of the liability. PMS shall not be liable to the Occupier for any damage occurring to the vessel, including but not limited to damage arising from acts of third parties for acts of "God" Exercising good seamanship, common sense and weather awareness are essential to any moored vessel.

Subletting Prohibited: The mooring space hired herein may not be sublet, nor shall the Occupier moor another vessel other than the described vessel above without written consent from PMS.

Signed: _____ Dated: _____