

Moreton Bay Trailer Boat Club



HARDSTAND LICENCE

THIS DEED of Licence is made on the date specified in Item 1.

BETWEEN the Moreton Bay Trailer Boat Club Inc. (MBTBC) of the one part AND the Licensee described in Item 2 of the other part.

RECITALS

- A. MBTBC has Hardstand areas in its premises situated at Manly, QLD 4179.
- B. MBTBC has agreed to grant to the Licensee a Licence to enter and use the Hardstand area referred to in Item 3 (the Hardstand) on the terms specified in this Deed.

OPERATIVE PART

- 1. MBTBC grants and the Licensee accepts a Licence to occupy the Hardstand commencing from the date specified in Item 4 until the date specified in Item 5.
- 2. The Licensee shall pay a Licence fee in the amount and in the manner specified in Item 6 without deductions to MBTBC or as it may direct in writing.
- 3. The Licensee shall:-
 - 3.1 Use the Hardstand area for the parking of a boat and trailer or for trailer parking (such vessel and trailer as described in Item 7) within the marked limits of the Hardstand.
 - 3.2 A vehicle may be temporarily parked in the Hardstand provided the vehicle is wholly within the confines of the Hardstand.
 - 3.3 Not to use the Hardstand for the parking of a boat and or trailer other than those described in Item 7 without the prior written consent of MBTBC which consent will not be unreasonably withheld.
 - 3.4 Not to assign the benefit of this Licence or grant any sub Licence.
 - 3.5 Maintain a full and financial membership with MBTBC.
 - 3.6 Keep the Hardstand area clean and tidy.
 - 3.7 Not store equipment nor carry out any major maintenance activities (which includes but is not limited to spray painting and or sand blasting) in the Hardstand.
 - 3.8 Not use MBTBC's 240/415 volt power without the written permission of the secretary of MBTBC.
 - 3.9 Not carry out any maintenance in the Hardstand between the hours of 7pm of the one day to 6pm of the next succeeding day.

- 3.10 Comply with all laws, statutes, regulations, ordinances relating to the Hardstand area, its use and relating to the boat, its equipment and the trailer and to keep the boat registered.
- 3.11 To comply with MBTBC=s rules as they exist as at the commencement of this Licence or are altered during the term of the Licence.
- 3.12 To take out and keep current, at its own expense insurance policies for the boat and trailer for their full insurable value against loss and damage of any kind arising from any cause in connection with its storage, occupancy, movement, transportation on or within the Hardstand and the premises of the MBTBC including the ramp ways and take out and keep current at its own expense an insurance cover in a form approved by MBTBC for public liability arising out of the use of the said boat, its fixtures, fittings and equipment including its trailer in or about the Hardstand area and the premises of MBTBC for at least \$1,000,000.00. Upon request of MBTBC the Licensee shall provide evidence of such insurance.

Specifically the Licensee releases MBTBC its officers, servants or agents from any liability for the theft or loss of boat, trailer and personal items or equipment situated either in the Hardstand or within MBTBC grounds.

- 3.13 On expiry or termination of this Licence to have removed from the Hardstand and MBTBC premises the property belonging to the Licensee or otherwise situated in the Hardstand leaving the Hardstand clean and available for use and occupation.
4. Except as disclosed in Item 8 the Licensee warrants that the Licensee is/are the sole owner/s of the vessel and is/are the only person/s entitled to possession of it.
5. The Licensee has a personal right of occupation on the terms specified in this Deed and has no interest in the Land on which the Hardstand is situated. The legal right to possession and control over the Hardstand remains vested in MBTBC throughout the term of this Licensee.
6. The MBTBC may terminate this Licence during its term by giving 7 days written notice of termination to the Licensee at any time in any of the following circumstances:-
 - 6.1 Failure of the Licensee to pay the Licence fee for a period of 15 days.
 - 6.2 Breach by the Licensee of any covenant contained in this Deed.
 - 6.3 MBTBC may terminate this Licence upon giving the Licensee 30 days notice in writing in which event MBTBC shall refund to the Licensee that portion of the Licence fee paid for any period subsequent to the date of termination.
- 6.4 The Licensee may terminate the Licence upon giving MBTBC 7 days notice in writing. Provided the Licensee has complied with the terms of this Licence MBTBC will upon such termination refund to the Licensee that portion of the Licence fee paid for any period subsequent to the date of termination.

7. Any notice may be served on either party by:-
 - 7.1 Personal delivery to that party; or
 - 7.2 By leaving it with some person apparently over the age of 18 years residing or working at that party's residential or business address; or
 - 7.3 In the case of a notice to be served on the Licensee by posting it by ordinary pre paid post addressed to the Licensee at the address for service of notices specified in Item 2 hereof or such other address as the Licensee has previously notified MBTBC in writing. In such event service shall be deemed to have been effected at the expiration of 2 business days from the date of postage.
8. Any property not removed by the Licensee on termination of this Licence will be deemed to be abandoned by the Licensee and will become the property of MBTBC. The Licensee will be liable to MBTBC for the cost of any removal, storage, sale or disposal of such property.
9. MBTBC gives no warranty that the Hardstand space is suitable, safe or secure nor is it providing any form of security. MBTBC requests that all occupiers have hitch and/or wheel locks on their trailers.
10. Sums quoted in this agreement are exclusive of GST. The Licensee shall pay to MBTBC on demand any tax paid or payable by MBTBC in consequence of any taxable supply being made in relation to this Licence.
11. The Licensee hereby indemnifies MBTBC, its officers, servants or agents against all actions, claims, demands, losses, damages, costs and expenses which MBTBC may sustain or incur or for which it may become liable whether during or after the term of this Licence in respect of or arising from:-
 - (i) Loss, damage or injury from any cause to property or person occasioned or contributed to by the neglect or default of the Licensee or any servant, agent, invitee or any other person claiming through or under the Licensee to observe or perform any of the covenants, conditions, regulations or restrictions on the part of the Licensee in this Licence whether positive or negative, expressed or implied;
 - (ii) The overflow, leakage or escape of water, fire, gas, electricity or other harmful agent in or from the Hardstand caused or contributed to by any act or omission on the part of the Licensee, its servants, agents, invitees or other person claiming through or under the Licensee.
 - (iii) Loss, damage or injury from any cause to property or person caused or contributed to by the use of the Hardstand and MBTBC premises by the Licensee or any servant, agent or invitee and arising out of the neglect or default of the Licensee or any servant, agent or invitee.
12. Where there is more than one person which together constitutes the Licensee the obligations and liabilities of each of those persons are joint and several. Note, for example, all owners of the vessel are to be named as a licensee and each one is to be a full and financial member of MBTBC.