



## CRUISING YACHT CLUB OF AUSTRALIA

*Home of the Rolex Sydney Hobart Yacht Race*

### **Visiting Vessel Terms & Conditions**

1. The Boat Owner has provided his/her personal details in Section B of the Visiting Yacht Registration Form, and has requested the CYCA to accommodate the vessel as specified in Section A for which he/she is lawfully authorised to enter into an agreement.
2. Upon the execution of this agreement and prior to the commencement date (Arrival Date) the Boat Owner shall provide valid credit card details as specified in section D. CYCA is authorized to debit all charges incurred by the Boat Owner against the credit card.
3. The Boat Owner will pay CYCA the relevant mooring, berthing or hardstand fees prescribed by CYCA at the time (normally shown on the CYCA website). [The fees must be paid in advance if requested and otherwise prior to the departure of the vessel]. The CYCA may at any time increase the marina, hardstand or mooring fees without notice.
4. This Agreement will commence on the Arrival Date, and will expire on the Departure Date unless varied by agreement between the Boat Owner and CYCA Marina Office. Notwithstanding this, CYCA may terminate the license for the vessel to remain at the CYCA upon 24 hours notice to the Boat Owner.
5. The Boat Owner will have a non-exclusive licence to moor or keep the vessel in such location as directed by CYCA. This right is contractual only.
6. Upon termination of the licence, the Boat Owner must remove the vessel.
7. Requests to extend occupation of the marina, hardstand or mooring on a casual basis must be made via the CYCA Marina Office. All requests will be considered on a subject to availability basis.
8. The Boat Owner acknowledges by entering into this Agreement that he/she has examined and satisfied him/herself as to the condition and suitability of the marina berth, hardstand or swing mooring, including but not limited to pontoons, after hours access, and provision of standard electricity and water (if applicable), for the Boat Owner's intended purpose, and the Boat Owner will use the intended berth, hardstand or mooring at his own risk. The Boat Owner has not relied in any way on the CYCA's skills and judgement.
9. The Boat Owner shall not list or advertise his / her boat for sale without prior consent from the CYCA Marina Office, attempt to assign, mortgage, pledge, sell, change, encumber, sub-let, part with possession, or other encumbrance over the Vessel or any part thereof under this Agreement.
10. The CYCA will not permit commercial operators to enter into a casual berthing agreement.
11. The Boat Owner shall keep and maintain the vessel and its equipment, including ropes and fenders, in good working order and condition.
12. It shall be the responsibility of the owner to provide his or her own mooring lines and warps to moor the vessel in a proper and seaman like fashion
13. The Boat Owner must operate and maintain the vessel with due care and diligence.
14. The Boat Owner must comply with all relevant CYCA rules governing or relating to the registration, operation, berthing or licensing of the vessel and its equipment and in particular the By-Laws (other than to the extent they can only have application to members of CYCA) and the Marina Berthing Policy. These can be viewed on the CYCA website.
15. The Boat Owner shall not bring pets or animals within the boundaries of the CYCA and CYCA Marina.
16. The Boat Owner agrees not to employ or engage any contractors to work on the vessel at the CYCA Marina, Hardstand or mooring unless said contractors provide suitable proof of insurance coverage and are licensed and approved by the CYCA Marina Office prior to any maintenance being conducted.
17. The Boat Owner shall not bring any fuel or hazardous materials into the marina.
18. The CYCA may at its discretion, board, inspect move the vessel and/or its equipment to any marina berth, hardstand or mooring at the Boat Owner's risk and expense. If circumstances permit the CYCA will endeavour to notify the owner of its intentions in this regard.
19. The Boat Owner agrees to comply with and obey any reasonable direction given to it by the CYCA, its Chief Executive Officer or its duly authorised employees.
20. The Boat Owner acknowledges the Marina's aims and policies to contribute towards the Clean Marina Program, and as such will not do anything that could harm, or potentially harm the environment. The Boat owner agrees to indemnify the CYCA in the event of any costs or penalties incurred by the CYCA as a result of any pollution emanating from or associated with the vessels use of the marina.