MARINA BERTH RENTAL AGREEMENT

PLEASE SIGN BACK OF PAGE AND RETUR N TO THE MARINA OFFICE

This rental agreement between AMAL Trustees Limited ATF BNB Private Equity Trust No.1 (Marina Operator) and the Boat Owner is subject to the Marina Rules and the Operational Environmental Management Plan (OEMP) attached. Please read these carefully as by signing this Rental Agreement, you agree to the attached Martha Cove Marina Rules and the OEMP.

Either party may terminate this Marina Berth Rental Agreement on 1 days' notice, whereupon the Boat Owner shall vacate the berth. Please note: No refunds will be given for berth rentals, please select your time of stay and berth carefully prior to your arrival.

The Marina Operator may give the Boat Owner a notice regarding any matter concerning this rental agreement, including any amount due under this rental agreement. Such notice shall be sufficient evidence of the accuracy of its contents unless it is proved to be false.

Should the Marina Operator suffer, incur, become liable or demand be made for any loss, damage, costs, expenses or liability; or should the Boat Owner fail to pay the rent or any other money lawfully owing to the Marina Operator then the Boat Owner ACKNOWLEDGES AND AGREES that the Marina Operator as the case may be shall have a lien or charge over the Boat Owner my vessel and its appurtenances, equipment or contents and may detain the same until such time as all outstanding amounts have been paid in full or any demand be fully withdrawn.

The Boat Owner will upon termination of this rental agreement remove the Boat or any other vessel belonging to the Boat Owner and all personal effects from the Marina failing which the Marina Operator may do so. At any time after one (1) month after the termination of this rental agreement the Marina Operator may offer the Boat or any other vessel belonging to the Boat Owner left at the Marina for sale and appropriate the proceeds of sale in satisfaction of such expenses as may be incurred in respect thereof and pay the balance to the Boat Owner.

The Marina Operator may, if it thinks fit, and is hereby authorised by the Boat Owner to, place and maintain on the Boat or any other vessel belonging to the Boat Owner such number of custodians as may be necessary. The Boat Owner by this Rental Agreement grants to the Marina Operator a lien over the Boat or any other vessel belonging to the Boat Owner to cover the costs in selling and maintaining the Boat under this clause. The Marina Operator may at its discretion store any personal effects left on the Boat or in the Marina until collection by the Boat Owner, at the cost of the Boat Owner.

The Marina Operator reserves the right to:

(a) use the Berth or require the Boat Owner to vacate the Berth in case of emergency;

(b) require the Boat Owner to vacate the Berth if necessary to allow repairs or maintenance to be carried out; and

(c) terminate this rental agreement if the Berth becomes unfit to be used for the purposes of this Agreement.

By signing this agreement the Boat Owner

1. Confirms receiving the Marina Rules of Martha Cove Marina and acknowledge that such Marina Rules are displayed in the Marina Office.
2. Confirms having fully understood the same and further is bound by and at all times observes such Marina Rules in particular the Indemnities contained therein.
3. Agrees to adhere to the OEMP and undertakes to seek guidance from the Marina Operator in the event of any uncertainty as to the application of the Marina Rules and OEMP
4. Agrees to be bound by and at all times observe the directions of Marina management and staff.
5. Agrees to keep the Boat fully insured against loss or damage by fire, storm and tempest, typhoon, act of God and all other usual maritime risks including explosion and against Public Liability for a minimum amount of ten million dollars per occurrence and such other risks as the Marina Operator may require the Boat Owner to insure against. The Boat Owner must provide copies of the certificates of currency of the insurance on or before the Arrival Date, immediately after any renewal of the insurance or promptly when requested by the Marina Operator and pay each premium before the due date.

A communication required by this Agreement, by a party to another, must be in writing and may be given to them by being:

(a) Delivered personally; or

(b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or

(c) Sent by email, when it will be treated as received on that day.

AMAL Trustees Limited ATF BNB Private Equity Trust No.1
ABN 50 306 927 550
MARINA MARTHA COVE

Street Marina Office & Sales Centre:
1 Waterfront Place, Martha Cove, Safety Beach VIC 3936

PO Box 573, Mt Martha VIC 3934

Tel 0409 888 142
Email marina@marthacove.com
marthacove.com

MARINA BERTH RENTAL AGREEMENT

PLEASE COMPLETE THIS FORM AND RETURN TO THE MARINA OFFICE

1. (MARINA OPERATOR) AMAL Trustees Limited ATF BNB Private Equity Trust No.1

2. (BOAT OWNER)
Name
Address
Business Name ABN
Phone (B) (AH)
Mobile
Email

(EMERGENCY CONTACT)
Name
Mobile

3. (BOAT)
Name
Boat Registration No. Manufacturer:
Length Beam Draft
Insurance Details Policy Type: Insurer:
Policy Number: Expiry Date:

4. (DATES & BERTH)
Date of Arrival ______ / ______ / ______ Berth No.
Date of Departure ______ / ______ / ______ __________

5. (AGREEMENT FEES) Fee $

6. (KEY SECURITY DEPOSIT) **$50.00 key fob deposit is required**.
Deposit is forfeit if key fob is no returned within 30 days of departure.

This agreement is made on the day of year

Signed for the **Boat Owner**

Signed for the **Marina Operator**

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