

## APPLICATION FOR ALLOCATION OF MARINA BERTH

SECRETARY ROYAL VICTORIAN MOTOR YACHT CLUB INC. PO BOX 25 WILLIAMSTOWN,VIC.3106

, , , , , , , , , , , , , , , , , , , ,
I/We
(Insert name(s))
being the Owners of Vessel
currently registered in accordance with the Marine Act 1988 as
hereby apply for the allocation of a Temporary/Annual Marina Berth at the Royal Victorian Motor Yacht Club Inc.
A <b>non refundable application fee</b> of \$1260.00 <b>is enclosed.</b> A refundable RV No. application fee of \$105.00 is enclosed.
I/We have been provided with, have read and acknowledge that I/We understand the terms and conditions under which a Marina Berth will be allocated in accordance with Club Rules and By-Laws and I/We undertake to comply therewith.
I/We acknowledge that failure to comply with the Club Rules and By-Laws will abrogate and render void any Temporary or Annual Marina allocations and that I/We can be called upon to remove my/our boat from the Club within seven days of a Notice of Quit having been posted by the Club to the address(es) recorded on the Register of Members.
In the event I/We fail to remove my/our boat from the Club's slipway, yard or marina upon the written request of the secretary of the Club to do so at such time as fixed by the Committee of the Club or within a reasonable period, I/We consent to the Club taking appropriate action to remove and/or dispose or my/our boat pursuant to clause 36(5) of the Constitution of the Club, and I/We release and forever discharge the Club from any action, suit, cause of action, demand, costs and expenses of every description which at any time hereafter I/we may have or but for the execution of this release might have had against the Club by reason of the Club exercising its powers pursuant to clause 36(5) of the Constitution of the Club or by reason of any matter or thing in any way relating thereto. In addition, I/we agree to indemnify the Club against and in respect of any loss or damage suffered or costs and expenses incurred by the Club by reason or as a result of the Club taking appropriate action to remove and/or dispose of my boat pursuant to clause 36(5) of the Constitution of the Club.
I/We further indemnify the Club against any damage to my/our vessel, regardless of cause of such damage, whilst the vessel is occupying any Club Marina Berth, Mooring, Cradle or Yard storage or in transit between any of the above.
APPLICANTS ARE ADVISED THAT BOATING PARTICIPATION IS AN EXPECTATION UPON ALLOCATION OF A CLUB BERTH.
SIGNATURE/S:
DATED:/