

Aquatic Campers
Ph 0432875289
ABN 33956018733
P.O Box 6130
Lake Munmorah NSW 2259



HD0540

Hire Agreement

I/We _____ (Hirer)

Of _____

Telephone _____ Drivers License No: _____

Boat License No: (Tow Away Hire) _____

Agree to hire a vessel and all items contained therein upon the terms and conditions set out below for the period from _____ am/pm to

_____ am/pm on _____. The nominated drivers

are: _____ . Boat ID No: _____

Conditions of Hire

1. The Aquatic Campers vessel is hired to users over the age of 21 at the date of hire. The vessel must only be operated by users over the age of 21.
2. The Vessel is to be navigated on Lake Macquarie only from the areas defined on the map located in the driver's console. The vessel is not permitted in Swansea channel.
3. The maximum number of persons on board must not exceed the stated capacity. Life vests must be worn in rough conditions and by children under 12 whilst underway.
4. The vessel is only to be navigated during daylight hours. The vessel is to be safely anchored or moored 1 hr before sunset with your position called in and ensuring your anchor light is on until sunrise the following day. When anchoring the vessel is to be kept 60 metres from other vessels and in such position that the vessel can swing 360 deg in the event of a wind change and maintain this distance. The hirer needs to keep aware of weather forecasts so as to anchor in the calm of a lea shore.
5. All occupants and their limbs must be entirely within the vessel when navigating.
6. The vessel is not to be tied up or brought alongside any wharf, jetty, pier or pile whilst under hire.
7. All rules and regulations under NSW Maritime are to be followed by the hirer during the navigation of the vessel.
8. All rules and regulations regarding environmental issues must be followed by the hirer. Council bins are located at various locations around the Lake to dispose of rubbish.
9. The hirer will not do or permit to be done anything which may cause damage or injure the banks, foreshore or facilities of the waterways.
10. The hirer will replace any fixtures, fittings or items referred to in the inventory which may be lost, destroyed, damaged or rendered unfit for use from any cause, with replacements which are of equal value. The cost of the replacement may be deducted from the security bond.
11. The hirer indemnifies the owner against any damage which may be caused to the vessel or its contents through the negligence of the hirer or any person on or near the vessel. In the event the vessel is grounded during the hire, the hirer will be responsible for the cost to refloat the vessel.
12. The owner is not liable for any damage which may be to any goods or chattels owned by any person whilst on board the vessel from any cause whatsoever.

13. If any person on the vessel suffers from any infectious or contagious illness the hirer shall give immediate notice to the owner specifying the date and nature of such illness and shall thoroughly disinfect and purify the boat to the satisfaction of the local government officer and indemnifies the owner against all action and claims incurred by reason of the vessel or its contents becoming infected or unhealthy.
14. The hirer shall not do or suffer to be done anything which may render increase or extra premium payable for insurance of the vessel or its contents or which may make void or voidable any policy of insurance which may endanger the renewal of the registration certificate of the vessel.
15. The hirer will not take onto the vessel any dangerous or potentially dangerous combustible or explosive material nor will the vessel be used for any illegal purpose.
16. The vessel shall not be used for the towing of another vessel without the express permission of the owner. There is to be no towing of skiers, rafts, tubes etc.
17. The hirer will not assign, let or part with possession of the boat or any part thereof and will keep the boat properly secured at all times and will take responsible precaution to protect the vessel from damage.
18. In the event of the vessel being returned to the owner after the hour specified, the hirer agrees to pay \$50 per hour or part thereof which may be deducted from the security deposit. Fuel shall be charged at the agreed hourly rate.
19. The vessel and its contents shall be returned to the owner in a clean and tidy condition to the satisfaction of the owner or else a cleaning fee will be imposed. No litter will be disposed of in the waterways.
20. The hirer will indemnify the owner against any action, claim, demand or costs incurred by the hire of the vessel to the hirer.
21. The hirer has inspected the vessel and its contents and is satisfied with the condition and adequacy thereof.
22. The hirer will ensure that safety equipment is not used or tampered with except in the case of emergency.
23. The hirer agrees that should any hire or other charges or damages be paid to the owner on demand then the owner shall have the right to charge interest at the rate of 1.5% per month calculated on a daily basis on the balance of any monies outstanding with such interest to commence from the date of hire.

Additional Hire Conditions for Tow Away Hire

In addition to the terms and conditions above:

24. The vessel must be under the control at all times by the holder of a current valid boat license. The Hirer will not allow any other person to control the vessel unless listed as additional drivers and is responsible for all occupants and their actions.
 25. The vessel is only to be operated in enclosed smooth waters. Vessels are not permitted to cross Coastal Bars or enter open waters.
 26. It is the responsibility of the hirer to monitor weather forecasts to ensure the safety of all occupants of the vessel.
 27. The hirer must ensure they take with them a suitable person to assist the hirer in launching and retrieving the vessel onto the trailer.
 28. Should the vessel not be returned on time, and the hirer has failed to make contact they shall be deemed to have lost or stolen the vessel and the owner shall take steps to regain possession, including Police action. Additional costs will be incurred for late return.
 29. The Hirer is responsible for following all Maritime Authority, National Parks, Road & Traffic Authority, Marine and Environmental Legislation and must pay penalty notices issued during the period of hire.
 30. The Hirer is to return the vessel with a full tank of fuel. If the fuel tank requires filling by Aquatic Campers a charge of \$2.50 per litre shall be taken from bond.
- Failure by the hirer to comply with any of the above terms and conditions of hire renders the hirer liable to forfeiture of the security deposit and/or liable for damages incurred by the owner.

Hire Fees

Hire Fee _____ Security Bond _____

Fuel fee charged at \$10 per hour of motor operation.

A) Initial Hr: reading _____ B) Return Hr : reading _____ C) Total Hrs used _____

Total Fuel cost: _____

Additional Fees (excess fuel, call out fees, loss or damage etc.) _____

I have read this contract, warning of risk and the operations manual as supplied to me and understand my obligations as hirer of this vessel. I have been adequately familiarized and orientated in the operation of the vessel. I indemnify Aquatic Campers & the vessel owner, their servants and agents against any claims arising out of injury or damage sustained by the Hirer and persons during the hire and whilst the Hirer has control of the vessel. The Hirer accepts the vessel and equipment in its present condition and will have no claim against the business or owners for any damage, injury or loss whatsoever caused whether the same be caused by the negligence or otherwise of the owners or their servants or agents.

Signature of Hirer

Signature of driver 2

Name of Hirer

Name of Driver 2

Dated the _____ day of _____ Year _____

Credit Card Authorisation

I, _____ of _____

_____ authorize Aquatic Campers to debit the credit card listed below for any fuel costs and loss or damage up to the total bond amount of \$250.00

Credit Card No: _____ Expiry _____

Name on Card _____

Signed

Date