

District Council of
ROBE
Sublease Agreement (Berth)

THIS SUBLEASE AGREEMENT is made on this _____ day of _____

BETWEEN

Sublessor: (Full name of berth owner) _____

AND

Sublessee: (The person referred to in Item 1 of the schedule below)

SCHEDULE

Item 1	
Sublessee	
Name	
Address	
Email	
Telephone	
Item 2	
Berth & FOB Key	
Berth Number	
FOB key Number	
Item 3	
Term of Sublease	
From ____/____/____	
To ____/____/____	
Item 4	
Permitted use (mark one)	
Commercial Vessel	
Fishing Vessel	
Recreational Vessel	
(Permitted use must be the approved use of the Underlease)	
Item 5	
Vessel	
Insurance Certificate (must be attached)	
Registration Number	
Boat Name/Type	
Length of vessel	
Drivers Licence Number	

1. Grant of Sublease

The Sublessor hereby subleases to the sublessee the right to use the Berth and FOB key for mooring the Vessel, for the Term and Permitted Use specified, subject to all terms, conditions, marina regulations, and the original head lease/licence agreement.

2. Term

The Sublease starts and ends on the specific dates in Item 3. The Sublessee must vacate immediately upon expiry unless extended by written agreement.

3. Security and Deposit

If a FOB key is lost a fee will be charged by Council as per the most current Fees and Charges Schedule.

4. Compliance with Marina Rules and Headlease

- Sublessee acknowledges that they must comply with all marina rules, terms of the original Underlease, and conduct standards.
- The Sublessee remains bound by the Headlease obligations.
- Vessel must be entirely contained within the boundaries of the allocated berth and must not project or encroach beyond these boundaries.
- Failure to comply will be the responsibility of the Sublessor and may constitute a breach of the Underlease.

5. Insurance and Liability

- Sublessor must provide vessel's insurance certificate
- Sublessee indemnifies Sublessor against loss or damage arising from this sublease.

6. Termination

Either party may terminate early with written notice (within 14 days).

7. Responsibilities at End of Term

Sublessee must return FOB key, vacate the berth, and remove vessel in clean condition.

8. Entire Agreement

This document, including Schedule and Marina Rules, constitutes the entire Sublease, superseding prior negotiations or understandings. Any amendments must be in writing, signed by both parties and approved by the approved delegate of District Council of Robe.

SIGNATURES

Sublessor

Signature: _____ Date _____

Print Name: _____

Sublessee

Signature: _____ Date _____

Print Name: _____

All applications are to be submitted to Council before arrival and are subject to approval by the Chief Executive Officer or delegate.

OFFICE USE ONLY

Date Sublease Received	/	/
Copy of Vessel Insurance Policy attached	Yes ☐	No ☐
Confirmation of Vessel Length	Yes ☐	No ☐
Permitted Use	Yes ☐	No ☐
Eligibility Criteria Assessed	Yes ☐	No ☐
Marina Rules Provided	Yes ☐	No ☐

MANAGEMENT APPROVAL (THIS APPROVAL CONSTITUTES AN AGREEMENT)	
Agreement Decision:	Approved / Declined
Valid	From: To:
Reference of Council Resolution if applicable:	
Variations applied to application / Special Conditions (if yes, list below):	Yes ☐ No ☐
Name of Authorised Officer	
Position	
Signature	
Date	

RULES OF THE MARINA

1. GENERAL

The Licensee:

- 1.1 must not use the Demised Premises, or permit the Demised Premises to be used, for any unlawful purpose.
- 1.2 must maintain within the Demised Premises, or on a part of the Common Areas set apart for the purpose by the Licensor (Council), a receptacle for garbage adequately covered.
- 1.3 must comply with all laws relating to the disposal of garbage.
- 1.4 must, notify the Licensor (Council) of any repairs and maintenance required to his berth or to any Common Areas in the vicinity of his Demised Premises in particular any dredging of silt or other material.
- 1.5 must ensure that any children under the age of 14 years on the Demised Premises or Common Areas shall be always accompanied by adults.
- 1.6 must not swim, dive or fish within the Demised Premises or the Common Areas except for a valid purpose relating to a vessel;
- 1.7 must not change the use or alter the character of the Demised Premises or make or permit to be made any
- 1.8 must comply with all reasonable directions of the Licensor (Council), its servants or agents in relation to the use and operation of the Marina.

2. USE OF DEMISED PREMISES SUBJECT TO CONSENT

- 2.1 Person bound by these Rules must not, without the consent of the Licensor (Council) (which consent may be granted subject to conditions): display any sign or advertisement so as to be visible from outside the Demised Premises or on any part of the Common Areas.
- 2.2 use or store on the Demised Premises or on any vessel berthed within the Demised Premises or in the Common Areas any explosive or other dangerous substance (excluding safety flares).
- 2.3 allow any portion of any vessel berthed in the Demised Premises to extend beyond the boundaries of the Demised Premises.
- 2.4 effect major repairs, external painting works and fitting and refitting of any vessel within the Demised Premises.

3. ANIMALS

Subject to any laws to the contrary a person bound by these Rules must not, without the Licensor's consent, keep any animal in, or in the vicinity of the Demised Premises.

4. INTERFERENCE WITH OTHERS

A person bound by these Rules:

- 4.1 must not obstruct the lawful use of the Common Areas by any person.
- 4.2 must not use the Common Areas in a manner that unreasonably interferes with the use and enjoyment of the Common Areas by others.
- 4.3 must not make or allow his customers clients or visitors to make undue noise in or about the Demised Premises or the Common Areas.
- 4.4 must not interfere, or allow his or her visitors to interfere, with other in the enjoyment of their rights in relation to their Demised Premises or Common Areas.
- 4.5 must not carry any petroleum spirit or distillate fuel on to the Common Areas other than by the use of a container designed specifically to carry such liquid.
- 4.6 must not berth a vessel in the Demised Premises belonging to others or on a part of the Common Areas on which berthing is not authorised by the Licensor (Council).
- 4.7 must take reasonable steps to ensure that his or her customers, clients or visitors do not berth vessel in Demised Premises belonging to others or on parts of the Common Areas on which berthing is not authorised by the Licensor (Council).
- 4.8 must not bring objects or materials into the Marina of a kind that are likely to cause justified offence to the other members of the Marina; and
- 4.9 must not allow refuse to accumulate to cause justified offence to others.
5. **OPERATION OF VESSELS**
A person bound by these Rules:
 - 5.1 will observe a maximum speed limit of 4 knots or "no wake speed" whichever is the lesser in relation to vessels operating on the Common Areas and in the navigation channel adjacent thereto.
 - 5.2 must observe the standard procedures including always keeping to the right, power giving way to sail and both power and sail giving way to towing vessels and vessels being towed.
 - 5.3 must ensure all vessels berthed are registered identified, equipped and maintained as required by law and safe practice with particular attention to firefighting equipment.
 - 5.4 must use mooring lines of a high standard and condition capable of holding the relevant vessel in all weather conditions; they must consist of polyethylene "silver rope" and have the minimum sizes as set out below:
 - 5.4.1 for vessels less than 8 metres in length such rope must have a minimum diameter of 12 millimetres.

5.4.2 for vessels 8 to 10 metres in length such rope must have a minimum diameter of 14 millimetres.

5.4.3 for vessels 10 to 12 metres in length such rope must have a minimum diameter of 16 millimetres; and

5.4.4 for vessels in excess of 12 metres in length such rope must have a minimum diameter of 20 millimetres

AND should the vessel be seen to be moored by mooring lines of a lesser standard or condition and/or different type from that described above, the Demised Premises holder or occupier acknowledges that the Licensor (Council) or its nominees has the right to make the necessary alterations or replacements to the mooring lines and charge the Licensee for costs incurred.

5.4.5 must ensure that:

5.4.5.1 any vessel kept in the Demised Premises is kept in good order and condition to the satisfaction of the Licensor and will not allow the same to be or become in an unsightly dilapidated or dangerous condition in this regard will entitle the Licensor to require the removal of the vessel.

5.4.5.2 toilet refuse, oil, chemicals, spirits, inflammable liquids and bilge water are not discharged from the vessel into the waters of the Demised Premises or Common Areas.

5.4.5.3 no garbage or other refuse is deposited into the waters of the Demised Premises or the Common Areas and that the same is placed in garbage receptacles.

5.4.5.4 adjacent Common Areas is kept clear and clean at all times; in particular no dinghies, bicycles and other gear shall be left unattended on the Common Areas.

5.4.5.5 no bicycles shall be ridden and no motorised vehicles of any kind (other than wheelchairs and like vehicles used by handicapped persons) shall be allowed on the Common Areas.

must tie off running rigging to prevent slatting; masts that tend to "howl" must have a halyard hoisted within the sail track should this be the reason for howling, otherwise other steps must be taken to prevent the howling caused by other means; in the event that the licensee or occupier has not complied with this Rule that person acknowledges that the Licensor (Council) has the right for itself or its nominees to make the necessary additions/alterations to stop/reduce the noise pollution and debit the Licensee for the costs incurred;

5.5 must enter leave or manoeuvre in the Marina under motorised power not sails.

5.6 must maintain any fender to a sufficiently high standard to the satisfaction of the Licensor (Council);

- 5.7 must make prior arrangements with Licensor (Council) in relation to permitting persons such as workmen on to the Common Areas and into the Demised Premises and make sure that such workmen have appropriate current public risk insurance cover.
- 5.8 must install an isolating transformer between the vessel and the on- shore power supply where a vessel is permanently connected to such supply while in berth.
- 5.9 must not re-fuel any vessel within the Demised Premises.
- 5.10 must not light or allow to be lit any open fire or barbeque on the Demised Premises, on Common Areas or anywhere within the Marina.

WAKAME (JAPANESE SEAWEED)

Undaria Pinnatifida

Wakame is a species of non-native brown seaweed that forms dense forest and can exclude and shade out native species. It has a range of impacts including nuisance fouling of vessels, marine structures, shellfish, and aquaculture structures.

Wakame is now considered established at the Robe and Cape Jaffa Marinas but absent from other regions of the South Australian coastline.

What Does Wakame Look Like?

- Green to golden brown colour
- Blades are smooth and thin and stop well short of base
- Claw like attachment
- Obvious strap like midrib along length of blade
- Ruffle near base (sporophylls; mature plant)
- Usually up to 1 metre long, but can be as long as 3 metres

How to Report?

Report and suspected sightings of this species outside of Cape Jaffa Anchorage and Lake Butler Marina (Robe) to Primary Industries and Regions (PIRSA) immediately.

Fishwatch (24 hours):

1800 065 522

Email: PIRSA.InvasiveSpecies@sa.gov.au

Or report via the form on the South Australian Recreational Fishing Guide app.