

**GOLD COAST CITY MARINA
LIFTING AND HARDSTAND SERVICE AGREEMENT**

SCHEDULE

MARINA BERTH RENTAL AGREEMENT

ITEM 1: GOLD COAST CITY MARINA PTY LTD ACN 083 695 283 76
76-84 Waterway Drive. Coomera, Qld 4209
Ph: (07) 5502 5888 Email: reception@gccm.com.au

ITEM 2: Customer

Name:
Surname/ Company:
Address:
State:
Postcode:
Mobile:
Email:

ITEM 3: Vessel details

Boat Name:
Rego:
Length overall:
Width:
Draft:
Boat type:
Manufacturer:
Weight:

ITEM 4: Contract information

Commencement date:	
Expiry date:	
Berth #:	
Payment Period/Type: <i>Payable in advance on the commencement date and each period thereafter.</i>	
Total Payable. Metered power invoiced separately.	
Deposit Paid:	

ITEM 5: Insurance details:

Policy Number:	Expiration Date:
<ul style="list-style-type: none">- Copy of policy must be provided prior to service commencing- Policy must include Third Party Public Liability Insurance for a minimum of AUS\$20,000,000.	

Acceptance of terms – GCCM

Execution by an authorised representative

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement

Signed for and on behalf of **Gold Coast City Marina Pty Ltd ABN 42 083 695 283** by its authorised representative in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Name of witness
(BLOCK LETTERS)

.....
Name of authorised representative
(BLOCK LETTERS)

.....
Address of witness

Acceptance of terms - Customer

Execution by an individual

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.

Signed by: _____ in the presence of: _____

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness (BLOCK LETTERS)

.....

Acceptance of terms - Customer

Execution by a company (director and director or company secretary, or authorised representative)

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.

Executed by or on behalf of
(include 'ACN' or 'ABN')# in accordance with the *Corporations Act 2001*:

ACN/ABN number

.....
Sole Director/Director / authorised representative (delete as required)

.....
Director/company secretary (delete as required)

.....
Name of Sole Director/
Director / authorised representative (delete as required)
(BLOCK LETTERS)

.....
Name of director/company secretary (delete as required)
(BLOCK LETTERS)

Acceptance of terms – Guarantor

Execution by a company (director and director or company secretary, or authorised representative)

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.

Executed by or on behalf of
(include 'ACN' or 'ABN')# in accordance with the *Corporations Act 2001*:

ACN/ABN number

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Sole Director/Director / authorised representative (delete as required)

.....
Director/company secretary (delete as required)

.....
Name of Sole Director/
Director / authorised representative (delete as required)
(BLOCK LETTERS)

.....
Name of director/company secretary (delete as required)
(BLOCK LETTERS)

Acceptance of terms - Guarantor

Execution by an individual

By signing below, you acknowledge that you have read and agree to abide by the terms and conditions of the Agreement, including the Customer Hardstand Safety & Environmental Requirements.

Signed by _____ in the presence of:

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness

TERMS AND CONDITIONS OF MARINA BERTH RENTAL AGREEMENT

1. DEFINITIONS AND INTERPRETATION

- In this Agreement, unless the contrary intention appears:
- 1.1. **Agreement** means:
 - 1.1.1. the Items Schedule;
 - 1.1.2. the execution pages; and
 - 1.1.3. these Terms and Conditions of the Marina Berth Rental Agreement.
 - 1.2. **Authority** means any State, federal or local government or other person or authority having jurisdiction over the Berth, the Vessel or the Complex.
 - 1.3. **Berth** means the Marina Berth specified in Item 4 within the Complex.
 - 1.4. **Commencement Date** means the date specified in Item 4 of the Items Schedule.
 - 1.5. **Common Areas** means all parts of the Complex intended by GCCM for common use of the occupants of the Complex.
 - 1.6. **Complex** means the land and all improvements from time to time which comprise the Gold Coast City Marina Complex, including the Marina and the Berth.
 - 1.7. **Claim** includes any claims, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation or claim for abatement of Rent.
 - 1.8. **Cost** includes any costs, charge, expense, outgoing, payment or other expenditure, including all reasonable legal fees.
 - 1.9. **Default Rate** means 14% per annum.
 - 1.10. **Environmental Protection Law** means any Law or requirement of an Authority relating to waste, pollution, use of land or the protection, preservation and enhancement of the environment.
 - 1.11. **Expiry Date** means the date specified in Item 4 of the Items Schedule.
 - 1.12. **Facilities Block** means the area specified from time to time by GCCM which contains toilets, showers and other facilities use by the Owner and other occupants of the Marina.
 - 1.13. **GCCM** means the party specified in Item 1 of the Items Schedule.
 - 1.14. **Guarantor** means the person or persons specified in Item 5 of the Items Schedule.
 - 1.15. **Keys** includes keys, encoded cards or other articles issued or used for the purpose of obtaining access to the Complex, the Marina or the Berth.
 - 1.16. **Key Deposit** means the amount specified in Item 4 of the Items Schedule.
 - 1.17. **Law** means any statute, rule, regulation, proclamation, ordinance or by-law, present or future, State, federal or otherwise.
 - 1.18. **Manager** means the executive manager of Gold Coast City Marina from time to time, or his nominee.
 - 1.19. **Marina** means the group of floating mooring berths within the Complex containing the Berth and includes the Facilities Block, walkways, pontoons, piles and access bridges associated with the Marina.
 - 1.20. **Owner** means the party specified in Item 2 of the Items Schedule.
 - 1.21. **Owner's Associates** means each and every of the Owner's employees, agents, contractors, customers, client's, visitors (with or without invitation) who may at any time be on the Complex or the Berth.
 - 1.22. **Permitted Use** means the mooring of the Vessel.
 - 1.23. **Rent** means the amount specified in Item 4 of the Items Schedule.
 - 1.24. **Rent Date** means each date specified in Item 4 thereafter during the Rental Period.
 - 1.25. **Rental Period** means the period of time from the Commencement Date to midnight on the Expiry Date.
 - 1.26. **Security Deposit** means the amount specified in Item 4 of the Items Schedule.
 - 1.27. **Services** means the services which are separately metered and provided to the Berth by GCCM or any Authority and includes but is not limited to, all electric current and water consumed by the use of the Berth.
 - 1.28. **Vessel** means the vessel moored in the Berth from time to time and referred to in Item 3 of the Items Schedule.

2. RENTAL PERIOD

- 2.1. GCCM agrees to:
 - 2.1.1. rent the Berth to the Owner for the Rental Period solely for the Permitted Used; and
 - 2.1.2. provide the Services to the Owner for the Rental Period. .

- 2.2. If GCCM permits (in its absolute discretion) the Owner to remain in occupation of the Berth after the Expiry Date:
 - 2.2.1. the Owner does so under a monthly tenancy on the terms of this Agreement applicable at the Expiry Date (except for any changes required to make this Agreement applicable to a weekly/monthly tenancy); and
 - 2.2.2. this Agreement may be determined by either party on one week's/month's notice (as applicable) to the other.

3. RENT

- 3.1. The Owner must pay the Rent to GCCM, in full, on or before the Rent Date in Item 4 of the Items Schedule.
- 3.2. If the Rental Period is a period of less a calendar month, then the Rent is to be apportioned accordingly.
- 3.3. Any Rent paid is non-refundable.

4. OTHER CHARGES

- 4.1. The Owner must promptly pay all charges imposed from time to time during the Rental Period or any period under clause 2.2 in respect of any Services to the Berth or the Vessel arising out of or incidental to the use by the Owner or the Owner's Associates of the Berth, the Marina or the Vessel.
- 4.2. If the charge for Services is assessed directly against the Owner, the Owner must pay the charge to the relevant Authority by the due date for payment.
- 4.3. If the charge is not assessed directly against the Owner, the Owner must pay the charge to GCCM within 14 days of being billed for the charge by GCCM.
- 4.4. The Owner must:
 - 4.4.1. upon demand by GCCM, pay all stamp duties from time to time assessed on this Agreement;
 - 4.4.2. must make payments due to GCCM under this Agreement without set-off, counterclaim, withholding or deduction and by any method GCCM reasonably requires; and
 - 4.4.3. pay to GCCM interest at the Default Rate on any Rent or other monies due by the Owner to GCCM but unpaid for the period set out in clause 13.1.1, from the due date up until the money is received by GCCM.
- 4.5. Each party must pay its own legal costs of and incidental to the preparation and execution of this Agreement.
- 4.6. Time is of the essence for all obligations of the Owner under this Agreement.
- 4.7. Unless otherwise expressly stated, all consideration to be paid or provided under this Agreement is expressed inclusive of GST. If GST is payable on any supply made under this Agreement, the recipient must pay to the supplier an additional amount equal to the GST payable on that supply at the same time as the consideration for the supply is to be paid or provided.

5. SECURITY DEPOSIT AND KEY DEPOSIT

- 5.1. The Owner shall pay the Security Deposit and the Key Deposit to GCCM on or before the Commencement Date.
- 5.2. If the Owner fails to:
 - 5.2.1. punctually perform and observe its obligations under this Agreement, GCCM may apply the Security Deposit as necessary to satisfy any obligation of the Owner under this Agreement; or
 - 5.2.2. return to GCCM any Key, then the Owner forfeits the Key Deposit to GCCM and the Owner shall pay to GCCM the Cost of securing the Complex or the Marina as a result of the loss of the Key.
- 5.3. GCCM's rights contained in clause 5.2 are in addition to any other rights available to GCCM under this Agreement, at Law or in equity.
- 5.4. GCCM shall refund to the Owner that part of the Security Deposit or the Key Deposit not used by GCCM pursuant to this clause 5, at the expiration or earlier termination of this Agreement.

6. OWNER'S WARRANTIES

- 6.1. The Owner warrants:
 - 6.1.1. all information provided by the Owner pursuant to this Agreement is true and correct; and
 - 6.1.2. that it has full power and authority to enter into this Agreement (including all authorities or consents needed by the Owner to enter into this

Agreement from any co-owner, financier and/or other entity in respect of the Vessel).

7. USE OF BERTH

7.1. The Owner must:

- 7.1.1. ensure that the Vessel is moored within the boundaries of the Berth and does not encroach beyond the Berth boundaries;
- 7.1.2. ensure that the Vessel is kept in a sound, safe, secure, sea worthy and watertight condition and that all mooring lines are in good condition;
- 7.1.3. ensure that all appropriate gates, entrances and exits within the Complex are properly closed after each use;
- 7.1.4. not carry out any repairs, sandblasting, painting, hull cleaning, fitting out or refitting of the Vessel within the Berth without first seeking the prior written consent of GCCM. GCCM may in its absolute discretion, by prior written notice permit the Owner to carry out minor internal repairs, painting and other minor works, mechanical adjustments and electrical work on the Vessel;
- 7.1.5. engage any tradesman to work on the Vessel without the prior written consent of the Manager or GCCM,;
- 7.1.6. not obstruct in any way the embarkation or disembarkation of other occupants of the Complex;
- 7.1.7. not permit any fishing trawler to be moored in the Berth or display any "for sale" or other sign on the Berth or the Vessel;
- 7.1.8. not fuel the Vessel from the Berth or any other place within the Marina, other than the marine fuelling facility designated by GCCM from time to time;
- 7.1.9. ensure that the Vessel is not used as a permanent place for human habitation;
- 7.1.10. take all necessary precautions against the outbreak of fire in or upon the Vessel while it is moored in the Berth;
- 7.1.11. keep the sight line of any navigation leads, light or mark which crosses the Berth clear of obstructions to the satisfaction of GCCM and any relevant Authority;
- 7.1.12. at its Cost observe, perform and fulfil all requirements of any Law and any Environmental Protection Law affecting the Vessel or the Berth and ensure that all licences and registrations for the Vessel are maintained;
- 7.1.13. at its Cost, keep the waters in the Berth clean and not (while the Vessel is moored in the Berth or otherwise in the Marina) use any toilet on the Vessel unless the toilet is connected to an approved holding tank in the Vessel;
- 7.1.14. at its own Cost dispose of any sewage ashore via any sewerage pump out station provided by GCCM;
- 7.1.15. not do anything on the Complex, the Berth or the Vessel which is immoral, unlawful, noxious, offensive, hazardous, or likely to cause nuisance or injury to GCCM or to any other person;
- 7.1.16. not conduct any auction, fire, bankruptcy or liquidation sale on or from the Vessel while it is moored in the Berth;
- 7.1.17. keep the Vessel and the Berth free of animals, pets, pests, insects and vermin;
- 7.1.18. follow the reasonable directions of the Manager and ensure that the Owner's Associates do the same; and
- 7.1.19. must keep the Vessel and the Berth free of all infectious diseases and infections.

7.2. The Owner acknowledges that GCCM makes no promise, representation or warranty:

- 7.2.1. that the Berth is or will be fit, suitable or adequate for the Permitted Use; or
- 7.2.2. regarding the sufficiency or efficiency of the Services.

7.3. Subject to this Agreement, the Owner and the Owner's Associates may use the Common Areas and the Facilities Block for the purposes for which they are intended, but must not obstruct the Common Areas in any way.

8. REPAIR OF BERTH

8.1. The Owner must :

- 8.1.1. repair damage to any equipment used to facilitate the use of the Services, the Berth or the Complex

caused by the wilful or negligent act of the Owner or the Owner's Associates;

- 8.1.2. on demand by GCCM, pay to GCCM the Cost of repairing any damage to any equipment used to facilitate the use of the Services, the Berth or the Complex caused by the wilful or negligent act of the Owner or the Owner's Associates ;

- 8.1.3. give immediate notice to GCCM of any damage, accident to or defects in the equipment used to facilitate the use of the Services, the Berth or the Vessel;

- 8.1.4. not undertake any works or make any alterations to the Berth without GCCM's prior written consent.

8.2. GCCM or the Manager may enter the Berth to:

- 8.2.1. view the state of repair and condition of the Berth and the Vessel, at any reasonable time; and
- 8.2.2. to effect any repairs to the Berth that are reasonably necessary.

9. RESERVATIONS

9.1. GCCM reserves the exclusive right to:

- 9.1.1. use any part of the Complex that is not rented for any purpose;
- 9.1.2. control the Common Areas in its absolute discretion;
- 9.1.3. move the Vessel to another berth in the Marina, at its discretion; and
- 9.1.4. construct or permit the construction of any building, marina or other works on any other part of the Complex, and the Owner will not make any objection or Claim in respect to any of these matters.

9.2. GCCM is not liable to the Owner for any damage which the Owner may suffer because of any interruption to any Service.

10. RULES

10.1. The Owner must comply with any rules made by GCCM from time to time for regulating the use of the Marina and Complex.

11. INSURANCES AND INDEMNITIES

11.1. The Owner must take out and maintain:

- 11.1.1. Third Party Public Liability Insurance for a minimum sum of \$20,000,000;
- 11.1.2. public risk insurance for at least \$5,000,000.00 in respect of any single accident;
- 11.1.3. comprehensive insurance on the Vessel for its market value, from time to time; and
- 11.1.4. any other insurance reasonably required by GCCM.

11.2. The Owner must give GCCM evidence that it has taken out adequate insurance and give GCCM immediate notice if any insurance policy is cancelled.

11.3. The Owner must not:

- 11.3.1. do anything which may affect any rights under any insurance policy taken out by GCCM or other person; or
- 11.3.2. store chemicals, inflammable or volatile liquids or substances in the Vessel other than as is reasonably necessary, in such quantities as are reasonably required and in the appropriate approved safety containers.

11.4. The Owner is liable for and indemnifies GCCM against any liability for any Claim arising from:

- 11.4.1. the use by the Owner or the Owner's Associates of the Berth, the Complex or the Vessel;
- 11.4.2. any damage, loss, injury or death caused or contributed by any act, omission, negligence or default of the Owner or the Owner's Associates;
- 11.4.3. the sale of the Vessel under clause 13.3.3; and
- 11.4.4. any breach by the Owner of this Agreement.

11.5. GCCM may enforce any indemnity before incurring an expense.

11.6. The Owner releases GCCM from, and agrees that GCCM is not liable for any Claim arising from:

- 11.6.1. any damage, loss, injury or death unless it is caused by the act, negligence or default of GCCM;
- 11.6.2. anything GCCM is permitted to do under this Agreement including the sale of the Vessel under clause 13.3.3;
- 11.6.3. any defect in or faulty operation of any Service; or
- 11.6.4. the Common Areas not being clean.

11.7. The Owner acknowledges that the Vessel and all property which may be on the Berth or the Vessel during the Rental Period is at the sole risk of the Owner.

12. **DAMAGE TO BERTH**
- 12.1. If the Berth is damaged (through no fault of the Owner) so that the Owner's use of the Berth is adversely effected:
- 12.1.1. GCCM may relocate the Vessel to another berth within the Complex; or
- 12.1.2. GCCM may terminate this Agreement.
13. **DEFAULT OF OWNER**
- 13.1. The Owner will be in default if:
- 13.1.1. the Rent, any part of it or any other monies payable by the Owner to GCCM are in arrears and remain unpaid for seven (7) days after any of the due dates for payment (whether demanded or not);
- 13.1.2. the Owner fails to comply promptly with any of the conditions contained in this Agreement which ought to be performed or observed by the Owner or fails or refuses to comply with any rules or directions of the Manager;
- 13.1.3. the Owner abandons, vacates or otherwise surrenders the Berth or the Vessel (which will be deemed to occur if any Rent remains unpaid for more than one month from the date the Rent was due);
- 13.1.4. the Owner enters into any form of liquidation, insolvency, is wound up or dissolved, enters into a scheme of arrangement, is placed under administration or a receiver or receiver and manager is appointed.
- 13.2. If the Owner is in default under this Agreement and the requirements of the *Property Law Act 1974* (Qld) are satisfied (if applicable to the default), then GCCM may terminate this Agreement by notice in writing to the Owner.
- 13.3. Without prejudice to GCCM's rights in Law or equity, if the Owner is in default (evidence of which will be a certificate signed by the Manager to that effect), GCCM:
- 13.3.1. may relocate the Vessel to another area within the Marina or the Complex;
- 13.3.2. shall have a lien over the Vessel until the default is remedied or all outstanding monies are paid;
- 13.3.3. shall be entitled to take such action as may be necessary to prevent the removal of the Vessel from the Marina or the Complex; and
- 13.3.4. will be unconditionally and irrevocably appointed by the Owner for the purpose of selling the Vessel by private sale or public auction and apply the proceeds of such sale as follows:
- a) first in satisfaction of any registered bill of sale or registered encumbrance over the Vessel;
- b) second, in payment of the Costs of the sale and/or auction;
- c) third, in payment of all outstanding monies owing to GCCM under this Agreement; and
- d) lastly, any balance of proceeds of sale shall be paid to the Owner.
- 13.4. Termination of this Agreement by GCCM does not effect any prior Claims that GCCM may have against the Owner.
- 13.5. GCCM's acceptance of Rent or other money under this Agreement (before or after termination) is not a waiver of a breach or an acceptance of the repudiation of this Agreement by the Owner.
- 13.6. No waiver by GCCM or variation of this Agreement will be effective unless it is in writing.
14. **DETERMINATION OF TERM**
- 14.1. On the Expiry Date or earlier termination of this Agreement the Owner must:
- 14.1.1. deliver all sets of Keys to GCCM;
- 14.1.2. vacate the Berth and leave it in a clean state; and
- 14.1.3. remove the Owner's property and the Vessel from the Berth.
- 14.2. The Owner must not cause any damage to the Berth or the Complex in the removal of anything from the Berth. If any such damage is caused the Owner must promptly repair that damage to the satisfaction of GCCM, at the Owner's Cost.
- 14.3. Either party may terminate this Agreement for any reason, by giving the other party 30 days' prior notice in writing.
15. **GENERAL PROVISIONS**
- 15.1. Notices from one party to the other must be in writing and either delivered personally, by facsimile transmission, by email to the details of a party which is set out in the Items Schedule or in any other way permitted by law. Each party must notify the other of any change in the contact details set out in the Items Schedule.
- 15.2. If anything in the Agreement requires the consent or approval of GCCM, GCCM may withhold that consent or approval in its absolute discretion or grant its consent subject to conditions.
- 15.3. This Agreement constitutes the entire agreement and understanding between the parties about its subject matter, including the Berth.
- 15.4. This Agreement is governed by the law in force in Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.
- 15.5. Any covenants implied by Law or otherwise are not excluded but will be taken to have been modified (where permitted) to the extent of any inconsistency with this Agreement.
- 15.6. If there is more than one Owner or Guarantor under this Agreement, their liability is joint and several.
- 15.7. GCCM is not a bailee nor a warehouseman of the Vessel and is not deemed to be in possession of the Vessel.
- 15.8. If the whole or any part of a provision of this Agreement is void, illegal or unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will not operate if the severance alters the basic nature of this Agreement or is contrary to public policy.
- 15.9. No provision of this Agreement is to be construed to the disadvantage of a party solely because that party was responsible for preparing or proposing this Agreement or the provision.
- 15.10. Nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.
- 15.11. This Agreement cannot be amended or varied except in writing signed by the parties.
- 15.12. Any provision of this Agreement which is determined to be invalid shall be:
- 15.12.1. read down to the minimum extent necessary to achieve its validity, if applicable; and
- 15.12.2. severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this Agreement.
- 15.13. The parties agree that:
- 15.13.1. a failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of this Agreement does not operate as a waiver by that party of the power, right or remedy;
- 15.13.2. a single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy; and
- 15.13.3. a waiver of a breach does not operate as a waiver of any other breach.
16. **GUARANTEE AND INDEMNITY**
- 16.1. The Guarantors give this guarantee and indemnity in consideration of GCCM agreeing to enter into this Agreement.
- 16.2. The Guarantors unconditionally and irrevocably guarantee to GCCM the payment by the Owner of the Rent and any other money which the Owner has agreed to pay under this Agreement and the prompt performance and due observance by the Owner of the Owner's obligations under this Agreement.
- 16.3. As a separate undertaking, the Guarantors unconditionally and irrevocably indemnify GCCM against all Claims arising from a breach of this Agreement by the Owner. It is not necessary for GCCM to incur expense or make payment before enforcing that right of indemnity.
- 16.4. The Guarantors waive any right they have of first requiring GCCM to commence proceedings or enforce any other right against the Owner or any other person before claiming under this guarantee and indemnity.
- 16.5. This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- 16.6. The liability of the Guarantors and the rights of GCCM are not affected by anything which might otherwise affect them at Law or in equity.
17. **ACCEPTING THIS AGREEMENT**
- 17.1. The Owner accepts the terms of this Agreement by signing the execution blocks at the commencement of the Agreement.
- 17.2. If the Owner does not sign the execution blocks contained in this Agreement, the use and continued use of the Berth and the Services will constitute acceptance of the terms of this Agreement.
18. **COUNTERPARTS**
- 18.1. This Agreement may be executed in any number of counterparts, each executed by one or more parties.

- 18.2. All counterparts, taken together, constitute one instrument.
- 18.3. A party may execute this Agreement by signing any counterpart. To the extent permitted by law, a counterpart may be executed electronically.
- 18.4. This Agreement is binding on the parties on exchange of counterparts. A copy of a counterpart that is electronically scanned and emailed to each other party or their authorised representative:
- 18.4.1. must be treated as an original counterpart;
- 18.4.2. is sufficient evidence of the execution of the original; and
- 18.4.3. may be produced in evidence for all purposes in place of the original.
- 19. ELECTRONIC SIGNATURES**
- 19.1. To the extent permitted by law, a party may sign this Agreement electronically, including by using software or a platform for the electronic execution of contracts.
- 19.2. A printout of the executed Agreement once all parties signing electronically have done so, will be an executed original counterpart of this Agreement, irrespective of which party prints it.
- 19.3. Each party that signs this Agreement electronically represents and warrants that it or anyone signing on its behalf:
- 19.3.1. has been duly authorised to enter into and execute this Agreement electronically and to create obligations that are valid and binding obligations on the party;
- 19.3.2. has affixed their own electronic signature; and
- 19.3.3. where applicable, holds the position or title indicated under their electronic signature, and each party is estopped from asserting otherwise.
- 19.4. No person may challenge the validity of this Agreement by virtue only of the fact that it has been electronically signed by or on behalf of any party.

GCCM Marina Rules

1. Only craft with current insurance and in seaworthy condition will be admitted to the marina.
2. Any craft occupying a marina berth must have a current Marina Berth Rental Agreement (obtainable from Marina Office during business hours).
3. All craft must be registered and maintained as required by law.
4. Craft entering or leaving the marina will be under the control of the Marina Manager and must (subject to any applicable laws) manoeuvre and berth as directed by the Marina Manager.
5. All craft must observe the speed limit within the marina namely, 4 knots or wakeless speed, whichever is less.
6. All craft must be kept in a neat and tidy condition. All decks must be kept free of rubbish, bottles and drying clothes.
7. All craft must be securely locked and their fittings and contents secured to reduce loss by theft or damage of any kind.
8. All mooring lines must be maintained in good order and condition. The Marina Manager may replace at the Licensee's expense any lines which are in poor or unsound condition.
9. Licensees must only use commercially available fendering and must not use tyres (or parts of tyres) to fender their craft.
10. Halyards must be tied off to eliminate noise.
11. All craft must be berthed as securely as possible to the marina fixtures.
12. No person may live on board the craft while berthed at the marina.
13. No rubbish, objects, or plastic containers may be thrown overboard in the marina waterways, or left on walkways, gangways or any other fixtures in the marina.
14. No heavy objects must be placed on, or transported over, walkways and gangways.
15. Craft may not be refuelled in the marina except at the fuel dock.
16. All oil, spirit, fuel, galley, toilet, shower waste and bilge discharge must be properly disposed of. Under no circumstances is it to be discharged or released into marina waterways or (except in the case of human effluent) the sewage pump-out station.
17. Licensees and their guests must not pollute the environment of the marina or its waterways.
18. No ropes, tools, equipment, clothing or any other contents of the craft may be left or stored on any walkways or gangways.
19. Licensees must not permit their boat to overhang any walkway, gangway or marina waterway.
20. Noise, use of radios and musical equipment and parties are only permissible if no annoyance, nuisance or disturbance is caused to other users of the marina.
21. Swimming, diving and fishing in the marina is prohibited.
22. All fuels and inflammable liquids and gases must be stored safely and properly so as not to cause danger to any craft or person in the marina. Licensees must not light or permit any naked flame on deck when their craft is within the marina.
23. On arrival (if required) you will be issued with a GCCM Facility Fob and Motor Vehicle e-tag ('Access pass'), Licensees are required to pay a deposit of \$50.00 per Access pass or if purchased together \$80.00. Payment must be made upon pickup and is payable via EFT. No cash taken. Access passes are issued to the Licensee alone and cannot be reissued, lent or borrowed to a third party or contractor. Once notice to vacate is given, the Licensee must return the Access pass/es on the day of departure. Access pass deposits will only be refunded by EFT at GCCM Reception. No cash given.
24. Licensees must observe all laws, by-laws, regulations and any requirements of any government authority or other agency, which apply to the marina.
25. All dogs must be kept leashed and under control. Licensees must also clean up after their dogs.
26. All shore-power cables and extension cords must be kept clean and dry at all times, have waterproof plugs, be maintained to an acceptable standard, and be safely placed across pontoons. Licensees must only use shore-power cables (and any extension cords) that are either:
 - (a) provided by Gold Coast City Marina (at the Licensee's expense), or
 - (b) inspected and tagged by a certified electrician and approved by the Marina Manager.
27. Licensees must ensure that there are no people in the surrounding waters whilst connecting or disconnecting their craft to or from the shore-power.
28. Any type of painting and general repair works to craft is prohibited in the marina. The only repairs to craft will be those of an emergency nature that have been approved via written permission from the Marina Manager prior to the repair works being carried out.
29. Subject to obtaining prior written approval to carry out emergency repair works, only contractors who have completed a Gold Coast City Marina induction and current acceptable public liability insurance will be permitted access to any craft. Approval to access craft for emergency repair works will only be granted during business hours and may be granted with other conditions. Approval for access to work on a craft may be refused or revoked at the discretion of the Marina Manager.
30. All works carried out to craft are done at the Licensee's risk. The Licensee fully releases and discharges the Licensor and the Marina Manager from all claims for loss and damage to property, or injury to persons, arising from such works.

Appendix 1 – Customer Safety & Environmental Requirements

This Safety & Environmental document applies to any vessel owner, vessel manager or representative, tenant, contractor and their staff who conducts works in any communal work areas located across the GCCM Marina's site.

The Gold Coast City Marina is committed to ensuring the health and safety of everyone on site. Our goal is simple. No harm to anyone, at any time, as a result of the work performed across the site.

To achieve this, everyone needs to play their part by ensuring that they comply with the requirements of all Queensland work health and safety laws, regulations and approved codes of practice, as well as the GCCM site rules, the site code of conduct, site environmental policy, the information that is provided in this listing and hardstand service agreement and other communications that are forwarded to customers from time to time.

For those undertaking works in communal areas – sheds, hardstands, front/back areas of tenancies – the following additional requirements apply at all times:

- When a vessel is placed on a support system by GCCM (props, braces, cradles etc.) it must not be altered in any way. The GCCM operations team are the only persons authorised to do this. If the load of the vessel is expected to change by 200kg for vessels under 5t or 2t for vessels on the hardstand you must arrange for the GCCM operations team to assess the system first to ensure lateral stability is maintained.
- All electrical leads used to access power need to be IP56 rated and show a current test and tag label.
- All persons engaged to undertake refit, maintenance or repair work on the GCCM site need to complete the GCCM Site Induction 48 hours prior to entering the GCCM Complex and provide evidence of applicable insurances, licences and safe systems of work. Please visit gcm.com.au – Marine Trades Directory – GCCM Site Induction to complete the GCCM Site Induction Requirements.
- All **electrical equipment** (i.e. tools, electrical cords, distribution boxes etc.) must have a current test and tag as required by law.
- All work areas must be kept clean and free of any hazards and risks that may cause injury, illness or property damage.
- You must ensure that our local **environment** (waterways, air, the site, etc.) is not negatively impacted as a result of the works that you perform. This includes:
 - Using products (e.g. paints, solvents, chemicals etc.) that are less toxic where possible
 - Ensuring that appropriate spill prevention and containment measures are in place
 - Using dust/extraction systems when sanding or spraying
 - Ensuring that no contaminants are washed into our local waterways.
- To prevent fire and explosion risks from sources of flames, sparks and heat (e.g., grinding, welding, oxycutting, etc.) flammable or combustible chemicals, materials and vapours must be isolated from the work area. Controls such as ventilation systems, spark/flash screens and firefighting equipment is to be in place.
- For any work conducted at heights, controls must be in place to prevent a fall. Fall prevention devices such as temporary work platforms (scaffolds, elevating work platforms (EWPs), platform ladders) or edge protection is to be in place.
- **Personal Protective Equipment (PPE)** must be worn at all times when it is required
- Normal road rules apply when operating transport vehicles at onsite, this includes electronic scooters and bicycles. You are required to comply with the GCCM Traffic Management Plan by obeying all speed limits as sign posted, parking in the correct parking zone and complying with safety barriers and signage in operational areas.

NB: Permits to work can be obtained either from the GCCM Operations Team or GCCM Administration Office.

