

## DRY STORAGE AGREEMENT - ITEMS SCHEDULE

### ITEM 1

**GOLD COAST CITY MARINA & SHIPYARD PTY LTD** – ACN 083 695 283 76

76-84 Waterway Drive. Coomera, QLD 4209

Ph: (07) 5502 588 – reception@gccm.com.au

ITEM 2: Customer	
Name:	Surname/Company:
Address:	State:
Postcode:	Suburb:
Mobile:	Email:

ITEM 3: Vessel details	
Name:	Rego:
Length overall:	Width:
Draft:	Boat Type:
Manufacturer:	

ITEM 4: Contract information	
Commencement date:	Expiry date:
Dry Berth #:	Hardstand area:
<b>Security Deposit:</b> Payable in advance on the commencement date and each period thereafter.	
<b>Service Fee:</b>	(a) The Service Fee for the first calendar month (or part thereof) is due and payable on the Commencement Date; and  (b) The Service Fee for each calendar month (or part thereof) thereafter during the Term and any periods in clause 2.4 shall be due and payable on or before the first day of each calendar month.
\$[ ] per month:	Payment Date:
Key Deposit:	Deposit Paid:

ITEM 5: Guarantor	
Name:	Surname/ Company:
Address:	Suburb:

<b>State:</b>	<b>Postcode:</b>
<b>Mobile:</b>	<b>Email:</b>

ITEM 6: Insurance	
<b>Insurance details:</b>	<b>Policy Number:</b>
<b>Expiration Date:</b>	Copies of insurance policies required under this Agreement must be provided prior to the Commencement Date.

**EXECUTED BY THE PARTIES AS A DEED**

EXECUTED for and on behalf of GCCM by the Manager or his appointee in the presence of:

Signature: ..... Date: .....  
 Witness Signature: ..... Name of Witness: .....

I/WE HAVE read the conditions appearing overleaf and I/WE ACCEPT the conditions in full EXECUTED by THE CUSTOMER in the presence of (Fill up A for individuals or B for corporate entities):

**A. If the Customer is an individual use this signature block:**

Signature: ..... Date: .....  
 Witness Signature: ..... Name of Witness: .....

**B. If the Customer is a corporate entity use this signature block:**

Executed by **[Company Name]**:  
 in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*:

ACN:

.....  
 Signature of director  
 .....  
 Name (please print)

.....  
 Signature of director or company secretary\*  
 \*Delete whichever does not apply  
 .....  
 Name (please print)

I/WE HAVE read the conditions appearing overleaf and I/WE ACCEPT the conditions in full EXECUTED by THE GUARANTOR in the presence of:

Signature: ..... Date: .....  
 Witness: ..... Name of Witness: .....

## TERMS AND CONDITIONS OF DRY STORAGE 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 Dry Storage Agreement.
- 1.2 **Authority** means any State, federal or local government or other person or authority having jurisdiction over the Dry Berth, the Vessel or the Complex.
- 1.3 **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 Service Fee.
- 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 Hardstand Area, the Dry Storage Facility and the Dry Berth.
- 1.7 **Cost** includes any costs, charge, expense, outgoing, payment or other expenditure, including all reasonable legal fees.
- 1.8 **Customer** means the party specified in Item 2 of the Items Schedule.
- 1.9 **Customer's Associates** means each and every of the Customer's employees, agents, contractors, customers, client's, visitors (with or without invitation) who may at any time be on the Complex.
- 1.10 **Default Rate** means 14% per annum.
- 1.11 **Dry Berth** means the dry berth contained in the Dry Storage Facility or on the Hardstand Area as specified in Item 4 of the Items Schedule.
- 1.12 **Dry Storage Facility** means the dry storage shed within the Complex.
- 1.13 **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.
- 1.14 **Expiry Date** means the date specified in Item 4 of the Items Schedule.
- 1.15 **GCCM** means the party specified in Item 1 of the Items Schedule.
- 1.16 **Guarantor** means the person or persons specified in Item 5 of the Items Schedule.
- 1.17 **Hardstand Area** means that area of the Complex specified by GCCM for the hard standing of vessels.
- 1.18 **Items Schedule** means the items schedule at the beginning of this Agreement.
- 1.19 **Keys** includes keys, encoded cards or other articles issued or used for the purpose of obtaining access to the Complex or the Marina.
- 1.20 **Key Deposit** means the amount specified in Item 4 of the Items Schedule.
- 1.21 **Law** means any statute, rule, regulation, proclamation, ordinance, or by-law, present or future, State, federal or otherwise.
- 1.22 **Manager** means the executive manager of Gold Coast City Marina from time to time, or his nominee.
- 1.23 **Marina** means the group of floating mooring berths within the Complex containing the Berth and includes the, walkways, pontoons, piles and access bridges associated with the Marina.
- 1.24 **Payment Date** means each date specified in Item 4 of the Items Schedule.
- 1.25 **Term** 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 **Service Fee** means the amount specified in Item 4 of the Items Schedule.
- 1.28 **Services** means the service provided by GCCM:
- 1.28.1 for the storage of the Vessel in the Dry Berth;
  - 1.28.2 for the retrieval of the Vessel from the Dry Berth; and
  - 1.28.3 otherwise agreed in writing with the Customer.
- 2. TERM**
- 2.1 GCCM will provide the Services to the Customer for the Term.
- 2.2 GCCM may change the manner in which the Services are provided from time to time by providing the Customer with reasonable notice in writing advising of the change.
- 2.3 The Customer agrees that GCCM may arrange for any of the Services or part of the Services to be carried out by a sub-contractor.
- 2.4 If GCCM agrees (in its absolute discretion) to continue providing the Services after the Expiry Date:
- 2.4.1 the services will be provided to the Customer from week to week on the terms of this Agreement applicable at the Expiry Date (except for any changes required to be made to this Agreement to reflect that arrangement); and
  - 2.4.2 this Agreement may be determined by either party on one week's notice to the other.
- 3. SERVICE FEE**
- 3.1 The Customer must pay the Service Fee to GCCM, on or before each Payment Date in Item 4 of the Items Schedule.
- 3.2 If a Payment Date is a period of less than a calendar month, then the Service Fee is to be apportioned accordingly.
- 3.3 Any Service Fee paid is non-fundable.
- 4. OTHER CHARGES**
- 4.1 The Customer must:
- 4.1.1 upon demand by GCCM, pay all stamp duties from time to time assessed on this Agreement;
  - 4.1.2 make payments due to GCCM under this Agreement without set-off, counterclaim, withholding or deduction and by any method GCCM reasonably requires; and
  - 4.1.3 pay to GCCM interest at the Default Rate on any Service Fee or other monies due by the Customer to GCCM but unpaid for the period set out on clause 13.1.1, from the due date up until the money is received by GCCM.
- 4.2 Each party must pay its own legal costs of and incidental to the preparation and execution of this Agreement.
- 4.3 Time is of the essence for all obligations of the Customer under this Agreement.
- 4.4 Unless otherwise expressly stated, all consideration to be paid or provided under this Agreement is 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 Customer shall pay the Security Deposit and the Key Deposit to GCCM on or before the Commencement Date.

- 5.2 If the Customer 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 Customer under this Agreement; or
- 5.2.2 return to GCCM any Key, then the Customer forfeits the Key Deposit to GCCM and the Customer 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 Customer 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. CUSTOMER'S WARRANTIES**
- 6.1 The Customer warrants:
- 6.1.1 all information provided by the Customer pursuant to this Agreement is true and correct;
- 6.1.2 that it has full power and authority to enter into this Agreement including all authorities or consents needed by the Customer to enter into this Agreement from any co-Customer, financier and/or other entity in respect of the Vessel; and
- 6.1.3 that it has given GCCM all material information which may be relevant to GCCM in providing the Services.
- 7. CUSTOMER'S OBLIGATIONS**
- 7.1 The Customer must:
- 7.1.1 not under any circumstances:
- (a) enter the Dry Storage Facility or Hardstand Area;
- (b) attempt to board the Vessel while it is stored in the Dry Berth;
- (c) attempt to recover the Vessel from the Dry Berth;
- (d) attempt to launch the Vessel; or otherwise
- (e) attempt to undertake any of the Services;
- 7.1.2 use the Services provided by GCCM in order to use, recover, board or launch the Vessel or return it to the Dry Berth;
- 7.1.3 without limiting the Customers obligations under this Agreement, do or provide anything reasonably requested by GCCM which is necessary for the provision of the Services;
- 7.1.4 not carry out any repairs, sandblasting, painting, hull cleaning, fitting out or refitting of the Vessel within the Complex (including without limitation, the waters in and around the Complex) without first seeking the prior written consent of GCCM. GCCM may in its absolute discretion, by prior written notice permit the Customer to carry out minor internal repairs, painting and other minor works, mechanical adjustments and electrical work on the Vessel;
- 7.1.5 ensure that the Vessel is kept in a clean, sound, seaworthy and watertight condition;
- 7.1.6 ensure that all appropriate gates, entrances and exits within the Complex are properly closed after each use;
- 7.1.7 not obstruct in any way the embarkation or disembarkation of other occupants of the Complex;
- 7.1.8 not permit any "for sale" or other sign on the Vessel;
- 7.1.9 take all necessary precautions against the outbreak of fire in or upon the Vessel while it is stored in the Dry Berth;
- 7.1.10 not fuel the Vessel at any place within the Complex, other than the marine fuelling facility designated by GCCM from time to time;
- 7.1.11 at its Cost observe, perform and fulfil all requirements of any Law and any Environmental Protection Law affecting the Vessel and ensure that all licences and registrations for the Vessel are maintained;
- 7.1.12 at its own Cost, dispose of any sewage ashore via any sewerage pump out station provided by GCCM;
- 7.1.13 not do anything on the Complex or the Vessel which is immoral, unlawful, noxious, offensive, hazardous, or likely to cause nuisance or injury to GCCM or to any other person;
- 7.1.14 not conduct any auction, fire, bankruptcy or liquidation sale on or from the Vessel while it is in the Complex;
- 7.1.15 keep the Vessel free of animals, pets, pests, insects and vermin;
- 7.1.16 follow the reasonable directions of the Manager and ensure that the Customer's Associates do the same; and
- 7.1.17 keep the Vessel free of all infectious diseases and infections.
- 7.2 The Customer acknowledges that:
- 7.2.1 GCCM makes no promise, representation or warranty:
- (a) as to the suitability or adequacy of the Dry Berth; or
- (b) regarding the sufficiency or efficiency of the Services; and
- 7.2.2 the Services provided do not include, inspecting, assessing, or assuming responsibility for the condition of the Vessel.
- 7.3 Subject to this Agreement, the Customer and the Customer's Associates may use the Common Areas for the purposes for which they are intended but must not obstruct the Common Areas in any way.
- 8. REPAIR OF DAMAGE**
- 8.1 The Customer must :
- 8.1.1 repair any damage to the Complex caused by the wilful or negligent act of the Customer or the Customer's Associates;
- 8.1.2 on demand by GCCM, pay to GCCM the Cost of repairing any damage to the Complex caused by the wilful or negligent act of the Customer or the Customer's Associates; and
- 8.1.3 give immediate notice to GCCM of any damage, accident to or defects in the Complex or the Vessel.
- 9. RESERVATIONS**
- 9.1 GCCM reserves the exclusive right to:
- 9.1.1 use any part of the Complex that is not being used for rendering the Services;
- 9.1.2 control the Common Areas in its absolute discretion;
- 9.1.3 move the Vessel to another Dry 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 Customer will not make any objection or Claim in respect to any of these matters.
- 9.2 GCCM is not liable to the Customer:
- 9.2.1 for any damage which the Customer may suffer because of any interruption to any of the Services;
- 9.2.2 for any loss suffered by the Customer in connection with this Agreement; or
- 9.2.3 as a common carrier.
- 10. RULES**
- 10.1 The Customer 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 Customer 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 Customer 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 Customer 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 Customer is liable for and indemnifies GCCM against any liability for any Claim arising from:
- 11.4.1 the use by the Customer or the Customer's Associates of the Dry 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 Customer or the Customer's Associates;
- 11.4.3 the sale of the Vessel under clause 13.3.3; and
- 11.4.4 a breach by the Customer of this Agreement.
- 11.5 GCCM may enforce any indemnity before incurring an expense.
- 11.6 The Customer 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 Customer acknowledges that the Vessel and all property which may be on the Dry Berth, or the Vessel during the Term is at the sole risk of the Customer.
- 12. DAMAGE TO DRY BERTH**
- 12.1 If the Dry Berth is damaged (through no fault of the Customer) so that the Dry Berth cannot be used for storage of the Vessel:
- 12.1.1 GCCM may relocate the Vessel to another dry berth, within the Complex; or
- 12.1.2 GCCM may terminate this Agreement.
- 13. DEFAULT OF CUSTOMER**
- 13.1 The Customer will be in default if:
- 13.1.1 the Service Fee, any part of it or any other monies payable by the Customer to GCCM are in arrears and remain unpaid for seven (7) days after any of the due dates for payment (whether demanded or not); then, the default interest rate at 14% per annum will apply.
- 13.1.2 the Customer fails to comply promptly with any of the conditions contained in this Agreement which ought to be performed or observed by the Customer or fails or refuses to comply with any rules or directions of the Manager;
- 13.1.3 the Customer abandons, vacates or otherwise surrenders the Vessel (which will be deemed to occur if the Service Fee remains unpaid for more than one month from the date the Service Fee was due and payable);
- 13.1.4 the Customer 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 Customer is in default under this Agreement and the requirements of the *Property Law Act 1974* (Qld) are satisfied (if they are applicable to the default), then GCCM may terminate this Agreement by notice in writing to the Customer.
- 13.3 Without prejudice to GCCM's rights in Law or equity, if the Customer 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 in full;
- 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 Customer as its attorney 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 Customer.
- 13.4 Termination of this Agreement by GCCM does not effect any prior Claims that GCCM may have against the Customer.
- 13.5 GCCM's acceptance of the Service Fee 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 Customer.
- 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, provided that the Service Fee and all other monies under this Agreement have been paid to date, GCCM will deliver the Vessel to the Customer.
- 14.2 On the Expiry Date or earlier termination of this Agreement, the Customer must:
- 14.2.1 deliver all sets of Keys to GCCM; and
- 14.2.2 remove the Vessel from the Complex.
- 14.3 The Customer must not cause any damage to the Complex in the removal of the Vessel from the Complex. If any such damage is caused the Customer must promptly repair that damage to the satisfaction of GCCM, at the Customer's Cost.
- 14.4 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 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 Dry 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 Customer 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 Customer of the Service Fee and any other money which the Customer has agreed to pay under this Agreement and the prompt performance and due observance by the Customer of the Customer'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 Customer. 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 Customer or any other Person before claiming under this guarantee and indemnity.
- 16.5 This guarantee and indemnity are 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 Customer accepts the terms of this Agreement by signing the execution blocks at the commencement of the Agreement.
- 17.2 If the Customer does not sign the execution blocks contained in this Agreement, the Customer irrevocably agrees that the use and continued use of the Dry Berth and the Services constitutes acceptance of the terms of this Agreement by the Customer.
- 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.

## DRY STORAGE PROCEDURES

Before Arrival at the Marina	<ul style="list-style-type: none"> <li>Use the GCCM (Marine Master) App or call Marina on 07 5502 5888 at least one hour before your arrival. Office hours are 8am – 5pm, 7 days. <b>Closed Good Friday &amp; Christmas Day</b></li> <li>Quote your full name and rack number to the customer service team</li> <li>Specify if the boat is to be <b>“Launched”</b> or if the boat is to go to a <b>“Wash Cradle”</b></li> <li>Ensure your account is up to date (Vessels with accounts in arrears will not be lifted)</li> <li>Ensure insurance policy is up-to-date and GCCM has a copy (Vessels without COC will not be lifted)</li> </ul>
Upon Arrival at Marina	<ul style="list-style-type: none"> <li>Unload your gear at the unloading carpark directly in front of customer lounge</li> <li>No vehicles to be driven in front of the dry storage building</li> <li>Park your car in the long-term car park</li> <li><b>NO SMOKING</b> within 30 metres of Dry Storage building or berths</li> <li>No admittance to the Dry Storage building under any circumstance</li> <li>All children are to be accompanied by an adult at all times</li> <li>Display caution whilst around machinery operating area</li> </ul>
Returning to Marina	<ul style="list-style-type: none"> <li>Use the GCCM (Marine Master) APP Phone Marina office on 07 5502 5888 <b>at least one hour</b> before your arrival (if arriving after hours, Security will answer 07 5508 5888)</li> <li>Inform DS Crew if the boat is to be <b>“Return to Rack”</b> or if the boat is to go to a <b>“Wash Cradle”</b></li> <li>Trim outboard or stern drive leg up, ensure trim tabs are up</li> <li>Speedos and Transducers must be pulled up</li> <li>All aerials, biminis and wakeboard towers are to be lowered</li> <li>Any lights on top of vessel to be lowered</li> <li>Ensure all battery switches are in “OFF” or “ISOLATED” position</li> <li>Phone Reception or put a ‘return to rack’ or ‘return to wash cradle’ sign on the boat. Vessels must move from the courtesy dock with to be left on the courtesy dock for extended period</li> </ul>
While on a Wash Down Cradle  <b>1 DAY LIMIT</b>	<ul style="list-style-type: none"> <li>Wash cradles are to be used for general upkeep or hose down only – <b>1 day</b></li> <li>All maintenance and repairs are to be done to EPA (Environmental Protection Authority) guidelines on the shipyard (Charges apply)</li> <li>Place all rubbish in the appropriate bins provided</li> <li>Notify DS Crew or Reception if your boat needs to be on wash cradle for any more than one hour (Max 1 hour on weekend &amp; Public Holidays)</li> <li>No toxic degreasers or detergents to be used in this area</li> <li>Please use your own engine muffs &amp; hose fittings</li> <li><b>Ensure bungs are left in at all times</b></li> <li><b>NO SMOKING</b> within 50 metres of Dry Storage Building or Berths</li> <li>Use the GCCM (Marine Master) App, call Reception or put a ‘return to rack’ sign on the boat when the boat is ready to go back to rack</li> <li>GCCM accepts no liability for any damage or theft to/ from your vessel whilst out of Dry Store on wash cradle or hardstand due to contractors or third parties</li> <li>All aerials, biminis and wakeboard towers are to be lowered</li> <li>Any lights on top of vessel to be lowered</li> </ul>
General Information	<ul style="list-style-type: none"> <li>All vessels must have a “Battery Isolation Switch” and be turned off in the Dry Store</li> <li><b>GCCM only accepts lithium iron phosphate batteries in Dry Storage</b></li> <li>No gas cylinders permitted on any vessel</li> <li>Ensure bungs are left in at all times</li> <li>Amenities including laundry, drinks and snacks located at the customer lounge</li> <li>If your vessel is in the water, make sure your auto bilge pump switch is on</li> <li>Children (12 and under) and pets are to remain in the vessel or customer lounge when a vessel is on the wash cradle.</li> </ul>
Test & Tag	<ul style="list-style-type: none"> <li>All electrical equipment (i.e. tools, electrical cords etc.) must have a current test and tag as required by law under <i>AS/NZS 3760 In-service safety inspection and testing of electrical equipment, and the Queensland Electrical Safety regulation 2013</i>. In a marine environment, electrical equipment and cords should be tested every 6 months.</li> </ul>

I ..... as the owner of the vessel known as .....

Boat name: ..... / Rego ..... I have read the above points & understand them clearly and I have received a copy of these procedures.

SIGNED ..... DATE .....