

RABY BAY MARINA RULES AND REGULATIONS

These Rules and Regulations apply to all Marina patrons including people in boats visiting the Marina and berthed in or casual users of the Marina area.

THIS AGREEMENT is made between Raby Bay Marina Pty Ltd (ACN 065 024 688), 14-16 Masthead Drive, Cleveland, in the State of Queensland (hereinafter referred to as "Licensor") and the person or corporation named in the Marina Berth Application as the Owner (hereinafter referred to as "the Licensee").

Management of Raby Bay Marina is to be carried out by DJ Home Pty Ltd (ACN 624 739 788) (thereinafter referred to as the "Manager") which shall be responsible through its authorised employees, servants or agents for management and regulation of the Marina including the collection on behalf of the Licensor of all License fees.

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS:

- (a) "Berth" means the berth specified in the Schedule hereto;
- (b) "Marina" means the business of providing berths and services within Marina Facility and includes both the water area and its adjoining land precinct;
- (c) "Occupant" means all persons occupying a berth and includes their visitors;
- (c) "Vessel" means the vessel identified in the Marina Berth Application hereto; and
- (d) "Term" means the period or length of stay specified in the Marina Berth Application hereto.

1. Use of Licensed Premises and Marina Facilities

The Licensee shall use the Marina Facility only for the purpose of berthing/storing/mooring/docking the Vessel for his own personal use and shall not conduct or carry on upon the Marina any form of commercial activity including but not limited to boat building, boat repairs, charter cruises, ship broking, soliciting or any other form of activity for profit nor shall the Licensee place any signs or advertisement upon the Vessel.

2. Marina Rules

The occupant acknowledges that they have received a copy of the Marina Rules. In particular but without limitation, the occupant acknowledges the following –

- (a) No part of any vessel may overhang a walkway (includes anchors, bowsprits, davits, tenders, etc.) or exceed the boundaries of its berth (length or beam).
- (b) All gates, entrances and exits (including doors to amenities blocks) within the complex are to be properly closed after each use.
- (c) No laundry of any type is to be hung out to dry or air in public view aboard any vessel or on any walkway.

- (c) Approved animals must be kept either within the confines of the Occupant's vessel, or if beyond such confines, on a leash or in a cage. Animals must not be permitted to foul the Marina area and are not to be left unattended in any part of the Marina.
- (e) Trolleys must be returned to the trolley parking area in the car park immediately after use.
- (f) Halyards and lines must be tied in a manner which will prevent slapping or other noise.
- (g) Walkways must be kept clean and clear of gear, including dinghies and skiffs.
- (h) Children must be supervised by a responsible adult at all times.
- (i) Swimming, fishing and related activities are strictly prohibited within the Marina.
- (k) The fuelling of vessels is prohibited within the marina except at the fuel dock through the approved bowsers.
- (l) Safety and privacy of all boat owners must be respected and noise kept to a minimum at all times.
- (m) Rollerblading and the riding of bicycles, skateboards and scooters is prohibited within the Marina.
- (n) All collisions and/or damage (whether considered of a minor nature or not) must be reported to the Marina office.
- (o) Occupants must not conduct any business or commercial enterprise or operation from the vessel
- (p) No material may enter, or be at risk of entering, the Marina or the waters of the Marina from the Vessel other than that used in the normal operation of the Vessel. No material that is prohibited by law or regulation shall be allowed to enter the Marina or the waters of the Marina.

3. Insurance

(a) The Licensee must:

- (i) take out and maintain public risk insurance for at least \$10,000,000.00 (\$10 million);
- (ii) insure and keep the Vessel (including its contents and fittings) and its equipment insured with a general insurer which is:
 - A. regulated by the Australian Prudential Regulation Authority under section 3(2)(c) of the *Australian Prudential Regulation Authority Act 1998*; and
 - B. listed on the Register of General Insurers pursuant to section 122 of the *Insurance Act 1973*.
- (iii) not do, or fail to do, any act or thing which might invalidate or prejudice any such insurance;
- (iv) within thirty (30) days after the insurance is effected, or is due for renewal, or on demand by the Licensor or Manager, produce a valid certificate of currency of the insurance;
- (v) immediately notify the Licensor or Manager if the insurance is cancelled or an event occurs which may allow a claim or affect the rights under a policy.

4. Damage to Licensed Premises or Marina

Notwithstanding whether or not the Licensee has effected insurance, the Licensee shall indemnify and keep indemnified the Licensor against all loss, damage, injury or death caused to persons or property

however so arising from the use of the Vessel and its equipment at the Marina or Licensed Premises caused by any act, omission, neglect or default of the Licensee, his servants, agents and invitees.

5. Substitution of Vessel

In the event of the Licensee desiring to substitute another for the Vessel he shall first notify the Manager in writing. If the Manager accepts such proposed substitution the Licensee agrees to execute a further License Agreement upon similar terms and conditions as the first executed Licence Agreement.

6. Access

The Manager shall allow the Licensee access to the Marina in accordance with the Rules and Regulations and the operation of the particular services.

7. Delivery of Goods

A Licensee will use and permit to be used for the receipt delivery or other movement of goods only such parts of the Marina and at such times as the Manager of the Marina may from time to time permit.

8. Condition of Vessel

Only Vessels in seaworthy condition will be admitted to Marina area. All Vessels must be registered, identified, marked, equipped and maintained as required by law and practice.

9. Storage and Moorings Space

When a Vessel enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed at the direction of the Marina Manager and no change will be made without his permission. The Manager or his representative, may cancel the Agreement and order any Vessel to vacate the space said Vessel is occupying for the violation of any law pertaining to Marina operations or any Marina Rule or Regulation.

10. Reassigning of Berths

Notwithstanding the berth assigned in the Marina License Agreement, the Marina Manager in his absolute discretion may reassign any berth in accordance with good Marina operating practice and procedure.

11. Movement of Vessel

In the event that an emergency may, in the opinion of the Marina, exist, the Marina may remove a Vessel from one mooring facility to another at the Licensee's risk. The Licensee will, when required by the Marina, or in the event of any emergency, move his Vessel immediately in accordance with the direction of the Marina. The Marina may at any time move a Vessel at the Licensee's expense and risk when the Vessel is unattended and when such move is required by the Marina.

12. Vacating of Mooring or Storage Area

All Licensees must notify the Marina when leaving for more than 7 (seven) days. The Marina reserves the right to use the Licensed area provided under the Marina Licence Agreement for the period when vacant.

13. Outside Labour

For the sake of security of the Marina and the Vessel berthed therein should the Licensee require some or any work to be carried out on his Vessel then the Licensee agrees that he will not engage the services of his employee or contractor without:

- (i) advising the Manager of the name of such employee and/or contractor;
- (ii) obtaining the Manager's consent to such employee or contractor entering upon the Marina Property. Such consent shall not be withheld provided:
 - (a) The Licensee/contractor/employee presents to the Manager valid certificates evidencing that the proposed employee and/or contractor entering upon the Marina property is covered by all insurance policies that are required by law and the Manager and peculiar to the marine industry; and
 - (b) Agrees to abide by all the provisions contained in the Agreement together with the rules and regulation; and
 - (c) that the employee and/or contractor undertakes not to use any of the Marina's tools and/or equipment without the consent of the Manager; and
 - (d) the employee/contractor complying with all statutory enactments including the "Environmental Protection Act 1994" as amended.

Such work will only be carried out during Marina office hours. Emergency repairs are allowed outside of these hours where there is the probability of damage to the Marina and /or any vessel and/or any person with the prior consent of the Marina Manager.

14. Vessels for Sale

The Licensee during the currency of this Agreement shall not sell or attempt to advertise the Vessel without the consent of the Manager. Such consent will not be withheld provided that:

- (i) signs are not displayed on the Vessel whilst in the marina; and
- (ii) no reference to Raby Bay Marina appears in any photograph or advertisement being used to sell the Vessel; and
- (iii) any person wishing to view the Vessel in the Licensed area or on the Marina is accompanied by the Licensee or the Manager; and
- (iv) brokers or salesmen engaged by the Licensee must comply with the rules and regulations contained within.

15. Children

Young children must be accompanied by adults at all times.

16. Mooring Lines

It shall be the owner's responsibility to supply and fit suitable mooring lines and to maintain them in good order and condition. The tying up or fastening of vessels to Marina power or water pedestals and piles is not permitted. Lines are not permitted to encroach on or occupy cleats of another berth or present a hazard to other users of the Marina.

17. Electrical Leads

It shall be the owners responsibility to ensure the Vessel and all electrical leads comply with conditions contained in A.S.3004. Electrical leads used to connect the Vessel with the Marina power shall contain no joints and have a current rating of not less than 15amps and will display a tag showing it has passed the appropriate safety testing.

18. Tidiness of Licensed Area

It shall be the responsibility of owners to keep the licensed area in an orderly and clean condition. Piers and walkways must be kept clear of all gear including dinghies or skiffs.

19. Condition of the Vessel

It shall be the responsibility of Owners to keep their Vessel in such condition that they do not become unsightly or dilapidated or reflect unfavourably on the appearance standards of the Marina facility. Decks of all Vessel shall be kept free and clear of debris, bottles, papers, trash or unsightly material at all times.

20. Living on Board

Living on board when berthed at the Marina is prohibited unless with the Manager's prior written consent.

21. Conduct

Disorderly conduct by an Owner or his guests shall be cause for cancellation of this Agreement.

22. Garbage

Refuse, garbage and plastic bags are not to be thrown overboard or left in any place that makes them likely to fall overboard but should be placed in the trash bins provided. Toilets, Oil, Spirits, inflammables and oily bilges must not be discharged into Marina waters.

23. Swimming

Swimming, Diving or Fishing within Marina is prohibited.

24. Speed Limits

The speed of any vessel in the Marina and surrounds should be such that no damaging wash is produced, notwithstanding the aforementioned the maximum speed in the Marina and surrounds is 6 knots per.hour. When entering or leaving the Marina, observe standard procedures always keep to the right - power gives way to sail.

25. Pets

Pets will only be permitted inside the Marina area with the written permission of the Manager.

26. Trolleys

Only trolleys or other carrying devices authorised by the Manager shall be taken onto the Marina.

27. Minor Repairs

Work on the Vessel in wet pens requiring minor repairs, internal painting, mechanical adjustments and electrical work is permitted. No other work is permitted including but not limited to mechanical buffing, polishing, grinding or other such activities that could possibly cause noise, dust or things that could enter the Marina and its surrounds.

28. Changes to Marina Rules

Raby Bay Marina reserves the right to delete, vary, amend, add to, the Rules and Regulations at any time. Any breach of these Rules and Regulations could be reason for cancellation of your right to use the Marina and its facilities.

MARINA MANAGER
RABY BAY MARINA