

General Conditions

1. The vessel Owner/Agent agrees to be bound by and observe the 'Marina Rules' applicable to the use of the Marina, its services and the berths published on the Mooloolaba Marina website and available on request at the Marina office. These Marina Rules form a binding part of this agreement.
2. Mooloolaba Marina reserves the right to relocate or reallocate any vessel to a different marina berths or hardstand space, prior to and after arrival, where deemed necessary, for any reason whatsoever.
3. Any request made by the vessel owner/agent or consent given by Mooloolaba Marina, to extend the term/length of stay shown in the rental agreement, shall be on the same terms as this agreement and indemnity.
4. Car parking at the Marina is not guaranteed, wholly at the owner's risk - one vehicle per berth. Vehicles parked in unauthorised areas may be towed away at the owner's expense and liability. Motor vehicle access to the Hardstand area is permitted to customers only and is limited to loading and unloading.
5. The vessel Owner/Agent is responsible for and shall promptly pay the Marina for, any damage and costs associated with the damage caused to the Marina by the vessel, agent, or accompanying visitors.
6. The vessel Owner/Agent may not assign or sub-lease any part of this agreement to another party.
7. All vessel Owners/Agents must notify the Marina Office of any intended work to be performed by outside contractors. All contractors must be approved by the Manager and report to the Marina Office prior to commencing work. Contractors must register the type of work to be carried out and produce evidence of appropriate Ship Repairers and Public Liability Insurance to at least \$10,000,000 covering the intended activities.

Insurance

8. All vessels must be insured and carry third party public liability insurance of at least \$10,000,000.
9. Evidence of such insurance must be provided to the Marina prior to arrival and maintained at the Marina office at all times.

Action in Case of Emergency

10. The Marina Manager is empowered to take whatever action they see fit in the event of any real or perceived Marina emergency. This includes, but is not limited to, the boarding and entry of the vessel by authorised personnel and if, in the Marina Manager's opinion, work has to be carried out to protect the vessel or other property from damage or threatened damage from any cause whatsoever, this will be carried out at the vessel owners' expense. The owner of the vessel absolves Mooloolaba Marina and its staff and agents of any and all cost and liability relating to all and any such charges.
11. In the event of the vessel sinking either fully or partially, the Marina Manager is authorised and empowered to take whatever action they deem necessary including engaging contractors and salvage operators relocating the vessel to another location in order to prevent further damage to the vessel or other property. If the vessel is sunken the owner of the vessel must take immediate action to raise the vessel to a safe place using salvagers approved by the Marina Manager. Should the owner of the vessel fail to raise and remove the sunken vessel within 48 hours, the Marina Manager is duly empowered and authorised to engage contractors and salvagers wholly at the owner's expense and liability for the purpose of raising the vessel and relocating it to the dry ground or other location as deemed necessary.

Non-Payment of Accounts

12. Berthing and Hardstand accounts are payable in advance.
13. Mooloolaba Marina is entitled to charge interest at 12% per annum on all monies due and payable under this Agreement which the owner/agent fails to pay.

14. If an owner/agent is in default in respect of payment of moneys, Mooloolaba Marina;
 - i. reserves the right to alter the invoicing payment period, and thus discount applicable, for example from quarterly to monthly
 - i. shall have the right to take a personal protective security interest (PPSI) over the vessel and may detain it until all monies payable by the owner/agent to Mooloolaba Marina are paid in full or satisfied;
 - ii. may remove the vessel to another wet or dry area within the complex or waterway at the owner/agent's sole cost and expense. Mooloolaba Marina shall not be responsible or liable for any damage which results from any such movement, removal or mooring of the vessel.
15. If the vessel owner/agent fails to pay the charges within 28 days of those charges being due and payable pursuant to this Agreement and after a final notice as per Notices below, Mooloolaba Marina's authorised agent is empowered immediately, without further notice, to sell the vessel and after recovering all charges, plus interest (as calculated pursuant to the above clause) due and owing and attending to all payments incurred in respect of the sale, shall account to the owner/agent for any surplus.

Termination

16. This Agreement may be terminated by Mooloolaba Marina in the following circumstances:
 - i. if the owner/agent is in arrears in the payment of any money payable pursuant to this Agreement;
 - ii. if the owner/agent is in breach of any of the terms and conditions of this Agreement; or
 - iii. if the owner/agent is in breach of any of the Marina Rules (see "Default and Enforcement" in the Marina Rules).
 - iv. unless otherwise agreed by the parties in writing, this Agreement shall terminate upon the owner/agent delivering up possession of the berth of Mooloolaba Marina.

Notices

17. Any notice, demand, direction, permission, authorisation or other communication (each a "notice") required or permitted, whether expressly or by necessary implication, to be given under this Agreement shall be in writing addressed to the intended recipient shall be deemed to have been given and served;
 - i. Where delivered by hand or attached to the vessel, at the time of delivery
 - ii. Where sent by email, at the time of sending
 - iii. Where sent by ordinary mail, 48 hours after the time of posting

Applicable Law

18. The interpretation and construction of this Agreement shall be governed and determined in accordance with the laws of the State of Queensland.

Agreement and Indemnity

In consideration of being permitted to berth, store, occupy or move the vessel forming part of this agreement, and use of all or any of the facilities of the Mooloolaba Marina in connection with but not limited to the berthing, storing, occupying or moving of the vessel and enjoyment of such vessel, I the over signed being the owner of the vessel or the duly authorised representative or agent of such owner, do hereby agree to indemnify and keep indemnified Mooloolaba Marina, its agents and employees ;

1. **against all claims, demands, actions and proceedings whatsoever and howsoever arising directly or indirectly, in connection with the mooring, launching, occupation or moving of the vessel or the use by the owner/agent or his/her invitees of any of the facilities of Mooloolaba Marina.**
2. **against any environmental damage whatsoever including penalties cause by myself or the owners as the case may be or any of my or the owners crew, guests, visitors, invitees or licenced of any of them or any other person or persons whatsoever.**