

## TERMS AND CONDITIONS OF BERTH RENTAL

### CREDIT TERMS (IF APPLICABLE)

In consideration for credit being extended, I or we acknowledge and agree to the following:

- (1) payment is jointly, severally and unconditionally guaranteed within 14 days of date of invoice for long-term rentals and in advance for short-term rentals;
- (2) any charges unpaid after 30 days may at the discretion of the Sarin Group be increased in respect to such interest on such unpaid charges at the rate of 1 ½ % per month, calculated daily;
- (3) any charges still outstanding after 60 days from date of delivery are subject to collection, and all collection expenses, attorneys fees, and court costs will be borne by the purchaser;
- (4) all claims, requests for adjustments, or notification of errors must be made within thirty days or charges are considered accepted;
- (5) this agreement shall apply to all current and future charges unless revocation is received by registered mail;
- (6) credit privileges may be withdrawn, suspended or amended at anytime at the discretion of the Sarin Group, without invalidating the terms of this agreement.

This agreement shall be governed by and construed in accordance with the laws of South Australia and, where applicable, the Commonwealth of Australia, and the Customer submits to the non-exclusive jurisdiction of the courts of South Australia. I/We have read and understood this document and have been advised, and given opportunity, to seek independent legal advice. Furthermore, I/we confirm that the information given in support of this application is true and correct.

### MARINA USE / GENERAL TERMS

- The marina provides rental berths only and does not provide any bathroom or other facilities.
- The renter shall not do, or suffer, permit or cause to be done, any act, matter or thing which may constitute a breach or cause the lessor to be in breach of any of the provisions contained in the head lease, a copy of which is available for inspection by the renter, and but not limited to, the marina rules as set out below.
- The renter shall not place or suffer or permit to be placed anything on, in or about the marina which may obstruct use of the marina common area, any boat berth area or any part of the foregoing. The renter shall not do or suffer or permit to be done upon the said boat anything which may cause a nuisance, damage, danger or annoyance to the licensor, to any other marina occupier or to any other person or, in or about the marina. The berth shall be used solely for the mooring of the nominated boat and no part of the said boat shall extend beyond the maximum permitted dimensions of the berth specified in the schedule.
- Renters are responsible for the safe and secure mooring of their boats and are liable for damages to the marina, to other boats, and to their own boat, and will be billed for labour and materials to secure boats which are improperly or inadequately secured.
- Fires are not permitted in the marina save that gas burners and barbecues may only be used on board boats, if attended and if all safety rules are observed.
- The renter shall not engage in any swimming, diving or underwater activities within the marina.
- Shore power lines shall be of the type approved by the licensor and shall not be permitted to hang in the water. Mooring lines shall be neatly stowed at all time when the boat berth area is not in use.
- The renter shall ensure that no laundry or other items of wearing apparel or of a personal nature are hung out to dry or air in public view on any part of such boat moored at the berth or on any part of the marina.
- The renter shall take all necessary precautions against the outbreak of fire in, on or about the said boat, the berth and any other part of the marina and furthermore the renter shall not do or suffer or permit to be done anything which might increase the cost or result in the cancellation of any insurance on the marina.
- The renter shall not do, or suffer, permit or cause to be done, any act, matter or thing which may damage the face or disfigure the marina or any part thereof or the property of or in the possession, custody or control of any person where such property is situate on, in, or about the marina.
- The renter shall, and the renter shall cause the renter's tenants, guests and invitees to comply with all statutes, ordinances, by-laws, regulations and rules for the time being in force affecting the berth, the marina or any part thereof.
- The renter shall not keep or store or suffer or permit to be kept or stored on, in, or about the berth any materials of a dangerous, flammable or explosive nature or any materials the keeping of which may contravene any statute, by-law or regulation for the time being in force, unless the renter shall comply with all requirements and regulations thereunder.
- Dinghies are to be stored aboard boats and not left in waters of the marina.
- For the purposes of mooring any vessels to the berth the renter shall use only the standard mooring lines provided by the licensor, and shall at all times ensure that these are properly fitted.
- Alcohol shall not be consumed within the marina area except on private vessels, or other premises where the consumption of alcohol is not prohibited by law.
- The renter shall in the use of the marina comply with all statutes, ordinances, by-laws, regulations and rules for the time being in force effecting the berth, the marina or any part thereof and any special instructions from time to time issued by the licensor or any of its agents for the safe and harmonious use of the marina, and any of its facilities, by any persons entitled to use them.
- The renter shall not pollute or permit the pollution of the marina or discharge into the marina or its waters any poisonous, noxious, dangerous or offensive substance or thing.
- The renter shall keep the berth and walkways abutting the same in good and tidy appearance and shall keep the waters of the marina clean and, without limiting the generality thereof, free from debris and other polluted substances and shall not whilst any boat is moored in the berth or otherwise in the marina discharge any sewerage or otherwise empty any toilet into the marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the marina, except into containers which may be provided by the licensor.
- The renter shall not permit or suffer any pet belonging to the renter or in the renter's charge to enter or to remain in the marina, or land adjacent thereto.
- The renter shall not within the marina moor, sail or manoeuvre any boat so as to create a danger, impediment, obstacle or inconvenience to other marina users.
- The renter shall ensure all halyards, lines, ropes, rigging and sheets on any vessel at the berth are secured so that they shall not create any undue noise or disturbance.
- The speed limit within the marina shall be no wake speed and in no case shall exceed whichever is the lesser of 4 knots or such maximum speed as shall from time to time be set by the Harbour Master.
- When entering or leaving the marina boats must be under power not sail.
- The renter shall not live or reside on a boat.