

## Item 17 of the Schedule. The Marina Regulations

### Purpose and Scope

**Purpose.** The *Company* is committed to providing a safe and healthy working environment for all employees, customers, *Contractors* and visitors. This commitment includes compliance with all applicable laws and regulations. In order to accomplish these objectives, the *Marina Regulations* constitute one element of the *Company's* risk management strategy to avoid injury and to maintain a safe *Premises*.

**Scope.** Accordingly, these *Marina Regulations* relate to all *Persons* entering upon or using in any way whatsoever the *Premises*.

Any *Person* in breach of these *Marina Regulations* will be asked to cease the conduct in breach, to remediate the breach, and/or leave the *Premises* and have his privileges terminated forthwith. The *Company* may cease any activity, which is deemed to adversely affect other *Marina Users*.

Any *Person* on the *Premises* will be taken to have accepted these *Marina Regulations*.

### Terms and Fees

**Agreement.** All *Marina Users* must read, agree and sign the *Marina User Agreement* before using facilities. The *Marina Users* warrant that they have read and understand the *Agreement* and agree to engage in conduct consistent with the terms and *Marina Regulations*.

**Care & Responsibility.** The *Company* maintains full Marina Operators Liability Insurance covering bodily injury or damage to property as a result of an occurrence in connection with the business or burglary. Marine repairs are also covered under a separate policy.

**Disputed Accounts** must be reported to the *Manager* within 7 days of receipt of the account.

**Fees are LOA Based.** Fees are based on the actual Overall Length of Vessel (LOA). LOA is the maximum length of a *Vessel's* hull measured parallel to the waterline from the extreme point of the bow to the extreme point on the stern, including all gear, such as rudders, bowsprits, davits, spinnaker poles, marlin boards, dinghies and protruding equipment such as anchors and spars.

**Marine Safety.** It is the responsibility of the *Marina User* to observe the regulations of usage of the waterways by Government authorities.

**Mooring Fees.** All *Mooring Fees* are payable in full at the time of booking to confirm the booking. All *Mooring Fees* payable to the *Company* are to be paid by a standing credit card authority and the *Vessel Owner* agrees to sign a credit card authorization form.

**Occupancy Costs.** Occupancy Costs include charges payable by the *Company* for the lease, relevant licences, electricity, rates and water.

**Outside Contractors.** The *Company* imposes additional costs for the use of outside *Contractors* who are not engaged by the *Company*.

**Payment Options.** Payment can be made by cheque (contract will not be processed today); in person (EFTPOS, Credit Card or Cash); by Direct Credit to our Bank Account; and remotely by Credit Card. Credit Card payments incur a processing *Fee*. Bank Account Information:

BSB:	062 544
Account Name:	Top 8 Pty Ltd
Account No:	1048 3850

**Payment Terms.** Unless otherwise approved, all *Fees* must be paid immediately on completion of the work in order for the *Vessel* to be released by the *Company* for collection or delivery. If extra time is required to pay the *Fees* there must be some agreement with the *Manager* prior to work being commenced. Where there is no such agreement then the full *Fee* must be paid at the time the work is completed. Customers also agree to pay a *Fee* to manage an account where they choose to pay arrears after the due date.

**Privacy.** The *Company* is concerned about the appropriate maintenance of personal information and therefore has adopted the principles under the Federal Privacy Legislation as the standard for the way the *Company* handles personal information.

**Progress Payments.** The *Company* may ask for deposits and / or progress payment in certain cases for works to proceed.

**Quotes & Estimates.** All quotes and estimates whether written or oral are based on the best information available at the time of presentation. Where possible, the *Company* will provide a firm quote for works, based on the agreed scope of the work. Quotes however can vary as the scope of work changes and as agreed with the customer. Where a quote can not be provided due to the nature of the works, the *Company* will provide an estimate which may vary without notice.

A quote preparation *Fee* may apply at the tradesman's hourly rate.

**Storage Fees.** A *Fee* will be charged on *Vessels* and equipment that are not collected within 7 days of notification of completion of works.

**Usage.** *Persons* using the *Premises*, do so at their own risk, as to *Person* or property. The *Vessel* remains at the *Owner's* risk at all times.

**Vessel Related Pollution.** All costs incurred in cleaning up spillages and in relation to any pollution are recoverable from the *Vessel Owner*.

**Warranty. Claims.** All warranty claims must be made in writing to the *Manager* within 7 days of the first occurrence of the problem. Any delay may void warranty claims.

**Warranty. Labour.** A 3 month warranty applies to all labour. Any further labour warranty can only be provided if that warranty is in writing. The warranty for work carried out by the *Company* relates specifically to the agreed item or scope of work.

**Warranty. Parts.** Genuine or aftermarket parts will be used based on the *Person's* instruction. Parts and accessories carry the appropriate manufacturer's warranties and are not warranted by the *Company*. If a part or material is used contrary to the *Company's* recommendations and it fails, then the *Person* is responsible and will therefore be liable for the full cost associated with the reinstallation of any replacement part or material. Moreover, the *Company* will not be held responsible for any consequential damage.

**Waste.** A *Fee* applies for waste removal.

**Wet Days.** There is no reduction in *Fees* due to wet days. The *Manager* may make allowance for wet days when the scheduled length of stay is exceeded.

### Premises

**Amenity.** Access to the amenity facility is restricted to *Marina Users* with the appropriate security code.

**Be Fit.** All *Persons* are required to ensure that they are physically fit and capable of undertaking any work conducted on the *Premises*. The OH&S legislation requires that all *Persons* take responsible care for their own health and safety and of anyone who may be affected by their acts or omissions.

**Children.** Adults must accompany children under the age of 12 at all times. **No Children** under the age of 18 years allowed within the *Boat Lift* or *Slipway* work areas at any time.

**Discipline.** All *Persons* must at all times conduct themselves in a manner acceptable to the *Manager*. Offensive behaviour, any act or omission likely to injure, endanger, obstruct, inconvenience or annoy any *Person*, are prohibited. Loud, coarse or abusive language is not permitted.

**Dress & Conduct.** The *Company* reserves the right to ask all *Persons* to wear clothing that is in keeping with safety requirements and standards appropriate to the overall presentation of the *Company*.

**Gate.** Interference with the security gate, installed at the entrance to the wharf, or the gate mechanism, is prohibited. The gate shall be locked at all times, with access to authorised *Persons* only via the security code.

*Vessel Owners* are requested to contact the Marina Office on approach to the Marina to obtain the current security code for the gate.

**Leads & Appliances.** All electrical equipment brought onto the *Premises* must be recently tested, **tagged** in accordance with regulations, and inspected before being used. Regular inspections must be made on leads, fittings, cases, conduits. Installation, maintenance or repairs of electrical equipment must be conducted only by a licensed electrician.

**Lifting Limits.** Manual handling of excessive loads should be avoided.

**Lost & Found.** All items found should be forwarded to the Marina Office for collection by the rightful owner.

**No Alcohol.** There is strictly **No Alcohol** permitted at any time within the *Boat Lift* or *Slipway* work areas. **No Alcohol** is to be consumed in the public areas of the *Premises*. *Owners* and their *Invitees* are permitted to consume the legal level of alcohol on their *Vessels* providing a capable *Person* can remove the *Vessel* if so directed.

**No Fishing.** No fishing or cleaning fish is allowed within the *Premises*.

**No Horseplay.** Serious injuries and incidents can and often do result from horseplay or practical jokes. Horseplay sometimes involves equipment at the workplace, which is not intended to be used for purposes beyond its design. Hence any such unauthorised usage of equipment beyond its designed use is dangerous and is prohibited.

**No Live Aboard.** Residence aboard any *Vessel* is strictly prohibited. Additionally, No unauthorised *Person* shall stay on board any *Vessel* after the Hours of Operation while it is on the *Boat Lift* or *Slipway*.

**No Sailing.** No sailing is allowed within the *Premises* because of the amount of boat traffic, poor visibility and confined space.

**No Smoking.** Smoking can initiate a number of hazards, including fire, and potential health problems. Smoking is not permitted at the *Premises* except at the designated area. All *Persons* smoking however must ensure that they are distant from any flammable / ignitable sources, and other *Persons* who may be affected by cigarette smoke. Smoking is not permitted in *Vessels* (*Owners* and their *Invitees* excepted).

**No Swimming.** No *Person* is permitted to swim at the *Premises* except for a purpose related to the maintenance / operation of a *Vessel*.

**Parking Restrictions.** No *Person* is permitted to park in the area opposite the ramp. We desire to be good neighbours with residents living around the *Premises* and expect all *Persons* to respect the rights of residents living nearby. Please do not interfere with neighbours' driveways.

**Precautions for Outdoor Safety.** All *Persons* will ensure that they have adequate protection from the elements. Skin cancer risks should be avoided by wearing appropriate clothing, hats, sunglasses and the application of sunscreen to exposed skin. *Persons* should observe seasonal cold and heat conditions and take appropriate precautions.

**Rubbish Bins.** Access to the rubbish bins is restricted to *Marina Users* with the appropriate security code.

**Surveillance.** The *Premises* are under constant video surveillance to ensure that recorded video and/or snapshots are available for investigation, should the need arise.

**Vessel Security.** Security of individual *Vessels* or contents shall be the responsibility of the *Vessel Owner*. The *Company* does not accept any liability for any valuable items left in any *Vessel* or at the *Premises*.

## Safe Machinery

**Compressors & Air Tools.** Safety valves are always to be utilised. Air-lines are to be securely joined to prevent separation during operation.

**Explosive-Powered Tools** are not to be used at the *Premises* without prior agreement with the *Manager*. No *Person* may carry a loaded spear gun or other similar device within the *Premises*.

**Instructions.** No machinery is to be operated without proper instructions.

**Machine Guarding.** No machinery, hand tool or other equipment is to be used without effective guards.

**Obtain Licences & Certification.** No *Person* shall use any equipment unless authorized to do so. Prior to using industrial equipment and/or portable work platforms, all *Persons* must ensure that they possess relevant licences, permits, and/or certificates required for legal usage.

**Tools.** All *Persons* are to ensure that tools and equipment are kept safe and fit for the purpose.

**Tools.** It is the *Company's* policy that tools and equipment will not be lent or hired out.

## Safe Substances

**Liquid Substances.** All liquid substances shall be stored with containment spill trays at all times. Store used oils, coolants, waste solvents, used rags and paint in separate and covered containers.

**Flammable Liquids.** When using flammable liquids, correct handling procedures and other mitigation of risk practices to prevent ignition or explosion must be observed. Flammable liquids should be stored in approved flameproof cabinets and stores.

**Hazardous Substances.** All *Persons* shall be aware of all substances that may be a hazard. Partially used containers of hazardous substances are to be stored in designated trays.

**Hazardous Substances. Avoid Exposure.** All *Persons* should recognise a chemical hazard by the appropriate signage. All *Persons* are required to read the *MSDS* of any chemical before use and observe the precautions for use and clean up. The *Manager* is to be notified before any *Person* brings a chemical or hazardous product onto the *Premises*.

***MSDSs*** for all hazardous substances must be available upon request. All *Persons* must be familiar with the first aid and control measures required.

Unauthorised **Dangerous Substances**, as defined by the Australian Dangerous Goods Code, are prohibited within the *Premises*. No *Person* is permitted to bring onto the *Premises* any unauthorised Dangerous Substances.

## Safe Systems of Work

**Observe the Regulations.** All works performed must comply with the *Marina Regulations*. All *Persons* at the *Premises* in any capacity, must be aware of, and follow at all times the *Marina Regulations*.

**Bookings.** No *Vessel* will be permitted onto the *Premises* or be worked on unless the correct *Vessel* details have been provided and the *Agreement* signed. *Vessel* details / measurements are to be retained. **Booking** the lifting of a *Vessel* is dependant on its draft, the tide and scheduled length of stay. If a *Vessel* exceeds the scheduled length of stay the *Manager* may decide that the *Vessel* is returned to the water.

**Disclosure.** The *Company* must rely on the information provided by *Marina Users*. *Marina Users* therefore have an obligation to pass on correct information regarding their *Vessel*. This can include but is not limited to, measurements, seaworthiness, floatation/structural/mechanical problems and any known relevant issues. Non-disclosure of any of these issues may result in substandard outcomes in works carried out. The *Company* cannot be held responsible where there is any failure to advise a relevant fact. *Marina Users* warrant that all information provided to the *Company* for the *Marina Usage* is correct and not misleading or deceptive.

**No Diving.** All diving work must be approved by the *Manager* prior to works being performed. All divers are to ensure compliance with the relevant statutory requirements, are to be appropriately certified and possess a medical certificate (not older than 12 months) certifying fitness to undertake the diving work. Underwater hull cleaning requires a letter of consent from the EPA. The letter is to include approval of any work methods. In addition the *Manager* will require copies of Commercial Diving Tickets for each diver. No *Person* is permitted to dive within the *Premises* except for a purpose related to the maintenance or operation of a *Vessel*.

**No Hot Work / Welding** should be carried out without permission of the *Manager*. Adequate fire protection must be provided. Welding operations must be screened to protect against flashes. All gas cylinders, must be restrained. A *Hot Work* permit must be produced to the *Manager* by qualified tradesman prior to any welding commencing. Appropriate trade qualifications must be presented with any such *Hot Work* permit.

**Owner's Maintenance & DIY.** The *Company* allows *Vessel Owners* to maintain their *Vessels*. All works performed must comply with the *Marina Regulations*. Those *Persons* invited by the *Marina User* are his/her responsibility.

Only minor *Owner* repairs and maintenance are permitted while the *Vessel* is in its *Berth* or on its *Swing Mooring*. Any major repairs or maintenance must be carried out on the *Boat Lift*. Prior to commencing works consult the *Manager* who will issue any limitations as might apply.

*Persons* utilising the *Boat Lift* work area must also comply with the following regulations: *No Spray Painting; No Abrasive Blasting; No Hot Work / Welding; No Diving; Strictly No Smoking*; all *Marina Users* must consult the Staff before using a Pressure Washer.

Appropriate **PPE and clothing**, including shoes, must be worn at all times.

**Risk Assessment.** A safe work method statement is to be provided prior to commencing any job that involves risk to the *Premises*, the *Company's* property, *Vessels*, personal safety, or the environment.

**Scope of Work.** A scope statement is to be completed for each job, which is to be signed by the *Vessel Owner*. No work is to commence until a scope statement has been completed, and the acceptance is received.

**Vessel Insurance.** No *Vessel* will be permitted onto the *Premises* or be worked on unless registered and insured against public liability in respect of the *Vessel* and its fittings and contents.

**Vessel Owner Keys.** *Vessel Owners* are encouraged to provide the *Company* with a spare set of keys for the particular *Vessel*. The set shall be tagged / marked as appropriate to allow correct identification.

**Designated Work Areas.** Keeping limited access to any hazard zone is essential. The areas of work hazard will be barricaded off to prevent access from the public. No unauthorised *Person* is permitted in designated work areas, or to remove or override any barricade. **No Children** under the age of 18 years allowed within the specially designated areas at any time, except the 15 to 18 year olds who are the *Company* employees or *Contractors*.

**Work Area** is to be maintained in a fit, clean and tidy condition at all times, and is to be left clean with all rubbish removed. **No Unauthorised Persons** allowed within the *Boat Lift* or *Slipway* work areas at any time. Strictly no *Person* allowed to be on the *Boat Lift* or on the *Slipway* ramp during lifting and launching operations. No *Person* shall commence work or board a slipped/lifted *Vessel* without **Express Permission** of the Staff. **NEVER** under any circumstances is any *Person* to move or alter any part of the *Slipway* cradle, or any part of the apparatus securing the *Vessel* on the *Boat Lift*. The wharf, walkways and the *Slipway* ramp must be kept clear at all times. **No Pets** allowed within the *Boat Lift* or *Slipway* work areas at any time.

**Working at Heights.** Any working platform must conform to the relevant Standards. Hoists and scaffolding must be to the standard required by relevant regulators and approved in writing where applicable. Ladders must be of industrial standard and be tied off at the top and secured on even ground at the bottom. No one is permitted to work from the top step of a ladder including freestanding industrial ladders.

**Workshops.** The *Company's* workshops are restricted areas and are for the *Company* personnel use only.

## Mooring

**Additions.** Services additional to those agreed at the outset will be provided for an additional *Fee*.

**Arrival & Departure.** All *Vessels* wishing to moor within the *Premises* must gain prior approval by contacting the Marina Office. *Vessels* must provide the Marina Office of their estimated time of departure. Mooring reservations are from 12pm midday to 11am the day of the scheduled departure. The *Company* requires 48 hours notice of cancellation to be provided to cancel or reduce the duration of a booking. No refunds will be issued unless the notice period is adhered to.

**Dinghy Storage.** No dinghy mooring is permitted within the *Premises* unless with the permission of the *Manager*. Properly secured dinghies must be stored on board or on the designated dinghy pontoon and adjacent shelves for which a *Fee* might apply. Any dinghy not complying with this regulation may be removed at the cost of the *Marina User*.

**Power.** All Vessels and electrical installations must comply with AS 3004 and AS/NZS 3000 and the local regulations. The Company's Ship to Shore Power Connection Policy must be complied with.

**Speed Limits** are to be observed at all times (policed by NSW Maritime and Water Police). The Marina is a no wash zone. *Marina Users* are reminded to be aware of the Vessel's wake and wash and to act responsibly by having regard to relevant Waterways' signage.

**Vessel is to be Moored Safely.** The *Marina User* is responsible for the proper mooring, care, security, maintenance, fire protection, seaworthiness and other good working order of the Vessel. The *Marina User* warrants that the Vessel is seaworthy and has appropriate strong points and mooring lines.

The *Marina User* is responsible at all times for maintenance and repair of any mooring apparatus. Mooring lines must be of adequate size to secure the Vessel. Gangways must be secured safely before use. Walkways must be kept clear and Vessel tied up to ensure that no part of the Vessel is overhanging the walkways. The area around Vessel must be clean and tidy at all times. Vessels are not permitted to lie *In Tier* from any mooring unless otherwise authorised. No engine trials are permitted.

**Water Hoses** located on the *Premises* belong to *Marina Users*. They are not for general use. All *Persons* are required to supply their own hoses for their own purposes.

**Water Services** are provided from public mains in accordance with the relevant requirements, and utilises non-corrodible, ultraviolet-stabilized piping. **Standard** 20 mm water connections are available at locations within the wharf.

## Environmental Compliance

**Best Efforts.** *Marina Users* are encouraged to use their best efforts to educate fellow boaters to support the protection of our environment.

All *Persons* on the *Premises* should remain alert and be aware of **fumes and odours** generated by Vessels and the activities of those around them and should avoid the creation of fumes or odours.

**Hours of Operation.** Any work undertaken outside the *Company's* Hours of Operation is to be by prior arrangement only.

**In-Water Hull Cleaning.** In-water hull cleaning, scraping, or any process that occurs in-water/underwater that could remove antifouling paint or bio-fouling (including marine pests) from the Vessel's hull, is prohibited.

**Mitigate.** Any *Person* conducting any work must ensure that there are appropriate risk management strategies to ensure that any pollution risks are minimised. All *Persons* on the *Premises* have the responsibility to determine whether or not the particular conduct engaged in could result in a pollution incident. If any doubt exists, consult the *Manager* before commencing any such work. All *Persons* found in breach of environmental legislative requirements will be suspended from the *Premises* immediately. Any penalties incurred by the *Company* as a result of any *Person's* breach of Environmental Legislation will be recovered from that *Person*.

**Clean & Tidy.** The *Premises* are to be kept clean and tidy at all times. **Littering** is not tolerated. Refuse, garbage, plastic bags, containers, papers must not be thrown overboard, but should be placed in the rubbish receptacles provided. The *Company* encourages all *Persons* to **recycle** as much as possible. The *Manager* will advise or assist in arranging for the disposal of large items.

**Noise Restrictions.** The *Marina User* shall not cause or permit any undue noise or disturbance to emanate from the Vessel. Only activities which can be carried out within acceptable noise level can be conducted. These levels shall not exceed levels detailed by Gosford City Council. All *Persons* on the *Premises* are to consider the public. Excessive noise from engine revving, generators running or loud music will not be accepted. Any noise related work is not permitted after 1:00pm SATURDAY or on SUNDAYS or PUBLIC HOLIDAYS. Approval from the *Manager* is required prior to use of any equipment that generates excessive noise.

**Pollution.** All *Marina Users* agree that they will respect and comply with all of the relevant environmental laws and *Marina Regulations* and recognise that all forms of pollution and contamination (including air, water, noise or visual) are prohibited on the *Premises*. Prosecution can result for pollution if any substance is discharged into any NSW waterway.

**Pump Out.** The discharge of sewage from Vessel holding tanks can be carried out at the **Pump Out** station free of charge.

**Refuelling** a Vessel or petrol powered equipment using portable fuel containers is not permitted on the *Premises*. This restriction is in place to safeguard the *Company* and *Marina Users* from the associated risks.

**Responsibility.** All *Persons* on the *Premises* are expected to act in an environmentally responsible and safe manner and to cooperate with the *Company* in order that all the *Marina Users* may obtain maximum benefit from using the *Marina Services*.

Unprotected **Sanding and Scraping, Spray Painting, Abrasive Blasting** are prohibited on the *Premises*. All such works must be carried out within an enclosure. Use vacuum sanders. Collect dust as close to the source as possible. Use tarpaulins and plastic sheeting to prevent any materials from

falling or being blown into the water. Use High Volume Low Pressure (HVLP) spray guns. Reuse solvents. Prior to commencing any works consult the *Manager* who will issue any limitations as might apply.

**Spray Painting and Abrasive Blasting** by DIY *Marina Users* are prohibited on the *Premises*.

**Visual.** Only works which can be carried out within an acceptable level of visual impact to others (including neighbours) may be conducted on the *Premises*. Excessive lighting is prohibited. No laundry or clothing shall be hung on or from the Vessel. Apply brakes to wind generators.

**Waste.** Disposal of any waste matter into the marine environment is strictly prohibited at all times. At no stage can any materials or substance be allowed to enter the marine environment. **Overboard Dumping** of any debris is not permitted. **Works** which allows debris to drop into the water are not permitted. **Washing Down** of materials generated from maintenance or repairs into the marine environment is strictly prohibited.

**Liquid Waste.** **Bilge Water, Sewage, Grey Water, Run Off** from washing Vessels, and other liquid wastes are not to be discharged into the marine environment.

**Harmful Waste.** All harmful wastes (like oil, oily waters and products, noxious liquids, drained oil filters, scrap metal including anodes, batteries, acids), fish cleaning waste and all other harmful waste must be removed directly from the Vessel to the approved storage facility by the *Person* requiring its removal at that *Person's* cost. Prior to removal from the Vessel, any waste is to be transferred into sealed containers and transported in a manner so that it does not leak or spill during removal. No such liquids are to be placed down the sewer. To dispose of such waste please consult with the *Manager* and be aware that a *Fee* may apply.

**Washing of Vessel.** *Persons* should wash Vessels **by hand** with water pressure. Care is to be taken to minimise the amount of run off that goes into the water where Vessels are washed. The use of a trigger nozzle device is recommended. Current water restrictions require strict adherence from all *Marina Users*. Do not use highly caustic cleaners. Use only EPA approved bio-degradable detergents for washing down, general cleaning and bilge cleaning. **Pressure Washing** is to be carried out on the *Boat Lift* only. All waste is drained firstly through a solid settlement pit before being pumped to a balance tank, filtered and then disposed of into the main sewer.

**Paint Restrictions.** The use of organo-tin coatings and Tributyltin (TBT) paint is prohibited on the *Premises*.

**Slipway Restrictions.** Pressure washing and antifouling on the *Slipway* is prohibited.

**Pets. Wastage.** All *Persons* are required to clean up their pet's wastage immediately. **Pets. Rubbish.** All *Persons* are required to clean up any rubbish / dirt / items scattered by their pet.

## Emergency Management

**Accidents & Incidents.** Any accident or incident, any collision or damage to any part of the *Premises* or other Vessels must be reported immediately to the *Manager*. Any *Person* requiring first aid treatment is to contact the *Manager* immediately.

**Spillages.** Any spillage must be reported immediately to the *Manager*. Any spillage is to be cleaned immediately and appropriately.

**Emergency.** Please contact immediately 000 where there is a fire or any emergency and also notify the *Manager* and any *Person* on any adjacent Vessel, as required.

**Evacuation.** In the event of an emergency alarm or verbal instruction from any Staff member, all *Marina Users* must immediately proceed to the assembly area.

**Firearms, Rockets and Flares** are not to be discharged within or from the *Premises*.

**Fire Extinguishing Appliances.** Proper and sufficient fire extinguishing appliances should be on each Vessel and should be maintained to the standards required by law. The *Manager* reserves the right to inspect such equipment from time to time.

**Fire Safety Precautions.** Thoroughfares and fire escapes are to be kept free from obstruction at all times. Engine areas should be maintained clean and free of combustible materials. Fuel systems, electrical systems and fuel stoves should be checked regularly.

**Liability.** Any costs associated with the repair, or removal of any hazard, caused by a particular Vessel or *Person* will be to the account of the *Person/Vessel Owner* causing that hazard.

Any damage caused to the *Premises*, other Vessels or other property is the responsibility of the *Person* causing it and not the *Company*. All resulting repair costs will be borne by the *Person* causing the damage.

**Marina Fire Services** shall only be used in emergencies. **Fire Hoses** are not to be used for any purpose other than for fire fighting.

**Observe Emergency Response Facilities & Regulations.** The *Company* requires *Marina Users* to understand the emergency procedures.

**Sources of Ignition.** The *Manager* is to be made aware of any known ignition or explosion risk factors on any Vessel.