



Top 8 Pty Ltd Trading as Killcare Marina

Brisbane Water NSW Central Coast
39 Araluen Drive KILLCARE NSW 2257
ABN 69 718 795 717

Phone +61 2 4360 1231 ▪ Email sales@killcaremarina.com.au

Marina User AGREEMENT

THIS AGREEMENT IS BETWEEN Top 8 Pty Ltd Trading as Killcare Marina" ("the Company") AND

..... of ABN
Marina User Postal Address Postcode If relevant
e-mail
Telephone (Mob) (Home) (Bus)
Emergency Contact

Clause 1. Goals of Agreement

- 1.1 The Company is licensed by the State Government as a Commercial Marina and is therefore subject to a wide range of licence obligations together with associated government regulatory controls.
- 1.2 Marina Users are permitted Marina Usage subject to the terms and conditions of this Agreement.

Clause 2. Dictionary of Key Terms Used within Agreement

The meanings of key terms used in this Agreement are found within Item 1 of the Schedule to this Agreement.

Clause 3. Agreement

- 3.1 Subject to the terms of this Agreement, the Company permits the Marina User to engage in Marina Usage.
- 3.2 In consideration for the Company permitting the Marina User to engage in Marina Usage in accordance with the terms of this Agreement, the Marina User agrees to pay to the Company the Fees in the manner set out in the respective Items of the Schedule.
- 3.3 This Agreement constitutes the entire Agreement in relation to the subject matter and any changes to this Agreement must be in writing and signed by the respective Parties.

Clause 4. Term and Expiry of Agreement

The circumstances and timing relating to the Term and expiry of this Agreement are at Item 2 of the Schedule.

Clause 5. The Schedule is Essential Part of Agreement

The Schedule to this Agreement forms an essential component of this Agreement and is to be read and interpreted in conjunction with it (available at www.killcaremarina.com.au/marina-terms and [../marina-regulations](http://www.killcaremarina.com.au/marina-regulations)).

Clause 6. Rights and Obligations on Parties

Parties to this Agreement are subject to the rights, obligations, indemnities and warranties agreed in the respective Items of the Schedule to this Agreement.

Clause 7. Vessel Details

Name of the Vessel	Length	(for additional Vessels, please, complete a separate Form)
Manufacturer	Beam	
Model	Draft	Mono Hull / Multi Hull
Registration Number	Weight	Fibreglass / Aluminum / Timber / Steel

Power / Sail Inboard / Outboard / Stern Drive / Sail Drive Single / Twin Petrol / Diesel

NOTE: All Vessels MUST be insured. Copy of Insurance details is required prior to Vessel arrival.

Insurance Company Policy Number: Expiry Date:

Clause 8. Warranty about Information Provided

Marina Users warrant that all information provided to the Company for the Marina Usage is correct and not misleading or deceptive.

Clause 9. Marina Users have read Agreement

- 9.1 Marina Users warrant that they have read and understand the terms and conditions of this Agreement together with its Schedule, including the Marina Regulations, and agree to adhere to the Marina Regulations found within Item 17 of the Schedule to this Agreement.
- 9.2 The Company may change, rescind, or add to the Marina Regulations from time to time in its sole and absolute discretion with or without prior notice, and Marina Users shall observe from time to time and at all times any changes to these Marina Regulations.

Signed as an Agreement in the presence of the nominated witness:

..... Marina User Witness
Top 8 Pty Ltd Manager
.....
Print Name Print Name

Dated this day of Year



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Credit Card Payment Authorization Form

Sorry, we do not accept Amex / Diners Club



Please Tick One

Credit Card Number

Credit Card Expiry Date /

Credit Card Security Code

Card Holder Name(s)

Card Holder Billing Address State Postcode

I, the undersigned, hereby authorize Top 8 Pty Ltd trading as "Killcare Marina" (the Company) to deduct the fees for services provided by the Company from my credit card as shown above and acknowledge and agree to a 1.65% merchant fee equal to the amount incurred by processing the payments being charged on these transactions.

1.65% merchant fee equals to the amount incurred by processing the payment

Cardholder Signature

Date

PLEASE FILL OUT ALL FIELDS, SIGN, SCAN and EMAIL to sales@killcaremarina.com.au