

Outside Contractors Agreement

Business Details:

Outside Contractor Business/Company Name: **ABN:**

Authorised Signatory (Name and Position):

Business Address:

Mailing Address:

Telephone **Mobile:**

Email Address:

Vessel Name:

JMD Park Pty Ltd trading as The Yard Brisbane hereby authorizes you, the Outside Contractor, site access to perform work at The Yard Brisbane at the request of a tenant or vessel occupant of the complex. You acknowledge that the Outside Contractor will be bound by the provisions of the attached "Outside Contractor Handbook", the terms and conditions of this agreement and the law as it applies to the Outside Contractor's work at site and generally. The Yard Brisbane is private property, and as such, reserves all rights in respect of access as well as the activities carried out within it.

An **Outside Contractor** means a business that undertakes any form of work at The Yard Brisbane but does not maintain a permanent tenancy at The Yard Brisbane.

In consideration of JMD Park agreeing to provide the Outside Contractor access to the Yard Brisbane and the provision of site access cards or tokens the Outside Contractor agrees to pay the cost of such access cards or tokens as well as abide by the *Outside Contractor Handbook* and the terms and conditions of this agreement and the law as it applies to the Outside Contractor's work at site and generally

The Outside Contractor acknowledges that any costs incurred by the Outside Contractor as a result of its business activities on site will be charged at the rates published by JMD Park and as varied from time to time and displayed in the office.

The Outside Contractor shall maintain the insurances and licenses necessary for it to conduct its business at The Yard Brisbane including, but not limited to, that detailed below, and is to provide the following information to JMD Park as confirmation of this:

- **ABN**
- **Current occupational license/s required by Federal, State and Local government for the activities being carried out**
- **Current Public and Products Liability policy and schedule of insurance for an amount not less than \$20,000,000. that the schedule of insurance must specifically note, Business Name, Limit of Liability, Insurer, Period of Insurance, Business activities are being undertaking at the site. Current certificate for worker's compensation insurance.**
- **Copies of all current and renewed insurances must be provided to JMD Park before commencing or continuing any works at The Yard Brisbane.**
- **Copies of MSDS sheets for all chemicals used by the contractor at The Yard Brisbane. These are to be kept current and updated as new products are used.**
- **Documentary proof of waste disposal.**
- **Any other certificates or documentation required by JMD Park or at law.**

Failure to supply any of the above required documentation, and ongoing updates as documentation expires, will be a breach of this agreement and see the Outside Contractor denied access to The Yard Brisbane until all outstanding documentation is provided to the satisfaction of JMD Park.

The Outside Contractor acknowledges that JMD Park will add to the accounts of all tenants and vessel occupants of The Yard Brisbane using the Outside Contractor's services a fee of 15% of the gross sales of the Outside Contractor for all activities undertaken by the Outside Contractor at The Yard Brisbane. This levy is subject to change at the discretion of JMD Park

JMD Park gives no warranty or assurance whatsoever as to the suitability, safety or security of the site, the travel lift, any other plant or equipment, cradles, racks or any other part or parts of the facility for the purpose and/or use of the Outside Contractor. JMD Park will not be liable for any injury or property damage howsoever caused to the Outside Contractor or its workers and the Outside Contractor agrees to hold harmless and indemnify JMD Park against any claims that may be made against JMD Park arising out of or in connection with the Outside Contractor's activities at The Yard Brisbane. The Outside Contractor shall make its own enquiries, investigations, and inspection, as he considers necessary and appropriate to satisfy himself as to the suitability, safety and security of the facility provided at The Yard Brisbane.

This agreement may be terminated by JMD Park upon JMD Park giving 3 days' notice to the Outside Contractor.

Queensland law governs this agreement, and the Courts of Queensland are the only Courts which have jurisdiction to hear a matter rising out of this agreement.

Outside Contractor Representative:
Dated day of,20.....

..... Authorised
Representative of:
.....

JMD Park Pty Ltd:
Dated day of, 20.....

..... For and on
behalf of JMD Park Pty Ltd
ABN 82 160 743 877