

## Schedule 1 SCHEDULE TO ANNUAL HOLIDAY SITE AGREEMENT

Description of Item		Details	
1.	<b>PARK OWNER:</b>	<b>Jerusalem Creek Marina &amp; Holiday Park Trust</b>	
Address:		501 Jerusalem Creek Rd, Eildon, Victoria, 3713 (Po Box 82), Eildon, Victoria, 3713	
Telephone Number:		03 5774 2585	
Email		accounts@jerusalemcreek.com.au	
2.	<b>PRINCIPAL OCCUPANT/S:</b> (Full Name)	<b>Principal Occupant 1</b>	<b>Principal Occupant 2</b>
Date of Birth			
Address:			
Telephone Number:			
Email Address:			
3.	<b>PARK:</b>	<b>Jerusalem Creek Marina &amp; Holiday Park</b>	
4.	<b>SITE DETAILS:</b>		
5.	<b>COMMENCEMENT DATE:</b>	<b>1<sup>st</sup> July 2025</b>	
6.	<b>EXPIRY DATE:</b>	<b>Midnight 30<sup>th</sup> June 2026</b>	
7.	<b>SITE FEE:</b>		
<p>You must select your payment option here. Invoices will be sent after you have made your selection.</p>			
<p>In consideration of the payment of the Site Fee, the Owner grants the Principal Occupant a licence to store the Dwelling on the Site for the period as determined in this schedule. The payment options provided do not reflect the tenure of this agreement. This is a 12-month agreement and as such you are required to pay for the 12 months regardless of your payment option.</p> <p style="text-align: center;"><b>The parties acknowledge and agree that this agreement is for the fixed term of 12 months</b></p>			
	Yearly Fee <b>\$6,200.00</b> Payable on or before 30 <sup>th</sup> JUNE 2025		
	Half-yearly Fee <b>\$3,350.00</b> Payable on or before. 1 <sup>st</sup> payment 1/7/2025 2 <sup>nd</sup> Payment 1/1/2026		
	Quarterly Fee <b>\$1,700.00</b> Payable on or before. 1 <sup>st</sup> payment 1/7/2025 2 <sup>nd</sup> Payment 1/10/2025 3 <sup>rd</sup> Payment 1/1/2026 4 <sup>th</sup> Payment 1/4/2026		
	Early Bird Bonus <b>\$6,050.00</b> Payable on or before 30 <sup>th</sup> May 2025		
8.1	<b>PERMITTED NUMBER OF NIGHTS</b>	<b>180</b>	
8.2	<b>NAMES OF ANY ADDITIONAL OCCUPANTS:</b>		
8.3	<b>MAXIMUM NUMBER OF PERSONS ON SITE – (PRINCIPAL OCCUPANTS plus ADDITIONAL OCCUPANTS)</b>	<b>Six (6)</b>	
8.4	<b>MAXIMUM NUMBER OF VISITORS</b>	<b>Four (4)</b>	
8.5	<b>MAXIMUM PERIOD THAT VISITORS CAN STAY AT ONE TIME</b>	<b>Seven Days (7)</b>	

8.6	MAXIMUM PERIOD THAT VISITORS CAN STAY OVER 12 MONTHS	Ten Visits (10)
8.7	MAXIMUM NUMBER OF VEHICLES THAT CAN BE KEPT ON THE SITE at the time of your visit	1 Vehicle 1 Towable item
9.	SALE OF DWELLING FEE: \$175.00 Administration fee and 3% of the original listed sale price if property to remain at JCMHP.	
10.	SPECIAL CONDITIONS	

### **WAVIER and Acknowledgement of Park Risks and conditions**

*The use of the park involves the risk of possible death, injury, loss, damage or harm that you may suffer because of the use of the park and participation in any activities or facilities at the park by the principal occupants, other occupants and their guests.*

*The condition which Jerusalem Creek Marina & Holiday Park and the Principal Occupant have agreed will apply in respect to the Jerusalem Creek Marina & Holiday Park "WAVIER and Acknowledgement of Park Risks"*

*It is the responsibility of the Principal Occupant to inform any other occupants or their guests of these conditions.*

## NOTICE

### WASTE WATER EVAPORATIVE PONDS

#### THIS IS A MUTIPLE HAZARD AREA

- NOT SUITABLE FOR HUMAN CONTACT OR CONSUMPTION
- DROWNING HAZARD
- NO SWIMMING
- NO FISHING

**DANGER**

**DO NOT ENTER KEEP OUT**

## NOTICE

### PARK WATER SUPPLY STORAGE

#### THIS IS A MUTIPLE HAZARD AREA

- DROWNING HAZARD
- FALLING HAZARD
- ELECTRICAL HAZARD
- NO SWIMMING
- NO FISHING

**DANGER**

**DO NOT ENTER KEEP OUT**

## NOTICE

### MARINA CAR PARK

#### THIS IS A MUTIPLE HAZARD AREA

- UNSTABLE GROUND
- SLIPPERY WHEN WET
- AVOID INJURY WATCH YOUR STEP
- LAKE DROWNING HAZARD
- BEWARE OF UNDERWATER OBJECTS
- BEWARE OF MACHINERY IN USE
- SECURE YOUR TRAILER
- WHEELS MUST BE CHOCKED
- USE VEHICLE PARKING BRAKES

THIS AREA IS PROVIDED WITHOUT SUPERVISION & IS TO BE USED AT YOUR OWN RISK

## NOTICE

### PARK ABLUTION BLOCK

#### THIS IS A MUTIPLE HAZARD AREA

- NON- POTABLE WATER
- ELECTRICAL HAZARDS
- HOT WATER MAY BURN YOU
- WATER IS NOT SUITABLE FOR DRINKING
- SEPTIC TANKS IN USE
- SLIPPERY SURFACES
- UNSTABLE GROUND
- AVOID INJURY WATCH YOUR STEP
- CHILDREN UNDER 12 ARE TO BE ACCOMPANIED BY AN ADULT
- NO SMOKING OR ALCOHOL

THESE FACILITIES ARE PROVIDED WITHOUT SUPERVISION & ARE TO BE USED AT YOUR OWN RISK

## NOTICE

### FUEL BARGE

#### THIS IS A MUTIPLE HAZARD AREA

- UNSTABLE GROUND
- SLIPPERY WHEN WET
- AVOID INJURY WATCH YOUR STEP
- LAKE DROWNING HAZARD
- BEWARE OF UNDERWATER OBJECTS
- ELECTRICAL HAZARDS
- EXPLOSION HAZARD
- NO NAKED FLAME
- NO SMOKING
- HAZCHEM



ENTER THIS AREA AT YOUR OWN RISK

## NOTICE

### LAKE FORESHORE

#### THIS IS A MUTIPLE HAZARD AREA

- UNSTABLE GROUND
- SLIPPERY WHEN WET
- AVOID INJURY WATCH YOUR STEP
- LAKE DROWNING HAZARD
- BEWARE OF UNDERWATER OBJECTS
- BEWARE OF BOATS & JET SKIS
- BEWARE OF CARS & TRAILERS
- WATCH FOR CHILDREN

THIS AREA IS PROVIDED WITHOUT SUPERVISION & IS TO BE USED AT YOUR OWN RISK

# NOTICE

## BOATELS

### THIS IS A MULTIPLE HAZARD AREA

- UNSTABLE GROUND
- SLIPPERY WHEN WET
- AVOID INJURY WATCH YOUR STEP
- LAKE DROWNING HAZARD
- BEWARE OF UNDERWATER OBJECTS
- NON-POTABLE WATER
- ELECTRICAL HAZARDS
- NO SMOKING ON BOATELS OR NEAR GAS BOTTLES

THESE FACILITIES ARE PROVIDED WITHOUT SUPERVISION & ARE TO BE USED AT YOUR OWN RISK

# NOTICE

## JERUSALEM CREEK MARINA & HOLIDAY PARK

### THIS IS A MULTIPLE HAZARD AREA

- DROWNING HAZARD
- FALLING HAZARD
- ELECTRICAL HAZARD
- UNSTABLE GROUND
- BEWARE OF UNDERWATER OBJECTS
- AVOID INJURY WATCH YOUR STEP
- BEWARE OF MACHINERY IN USE
- SLIPPERY SURFACES
- NO POTABLE WATER

THESE FACILITIES ARE PROVIDED WITHOUT SUPERVISION & ARE TO BE USED AT YOUR OWN RISK

# CONDITIONS OF ENTRY & PARK RULES

## JERUSALEM CREEK MARINA & HOLIDAY PARK

### THIS IS A MULTIPLE HAZARD AREA

- VEHICLES MUST NOT EXCEED 20KMPH
- DOGS MUST BE KEPT ON A LEASH
- TRAVELLING IN THE BACK OF A UTE IS PROHIBITED
- TRAVELLING IN A BOAT ON A TRAILER IS PROHIBITED
- ROAD VEHICLES INCLUDING ATV'S & MOTOR BIKES MUST BE REGISTERED
- VICTORIAN TRAFFIC LAWS APPLY
- NO RESPONSIBILITY IS TAKEN FOR THE LOSS OR DAMAGE TO PROPERTY

THESE FACILITIES ARE PROVIDED WITHOUT SUPERVISION & ARE TO BE USED AT YOUR OWN RISK

## **OCCUPANTS**

The use of the site entitles the Principal Occupant and the Principal Occupant's **immediate family members ONLY**.

This means the Husband, Wife or Partner and Children under the age of 18 years residing under the principal occupant's roofline.

If your children are over 18 years and are engaged in full-time study, they also have passage to the principal occupants site providing that they produce a valid student ID card.

Other family members or your children over the age of 18 years who do not live under your roofline are considered visitors.

Conditions apply. Fees apply.

## **VISITORS AND GUESTS**

All visitors and guests must report to the general store for registration. For guests staying for more than 3 hours a fee applies and the number of guests must not exceed the maximum number of visitors as indicated in this schedule if staying overnight. Visitor and guest access must be coordinated between the Principal Occupant and Jerusalem Creek Administration. For guests staying overnight, arriving outside the kiosk trading hours, no access will be granted unless previously arranged.

## **GATE CARDS AND ACCESS**

Your annual fee includes 1 gate card pass only. For visitor access, PIN numbers will be allocated, and all visitors must register at the kiosk. For access outside of the kiosk trading hours the Principal Occupant will need to organise PIN access for their visitors. No access for visitors will be provided unless the Principal Occupant has made the appropriate arrangements for entry. Gate cards are not transferable.

## **INSURANCE**

It is a requirement of this Agreement that your property on site is fully insured and that you hold public liability insurance in order of \$20,000,000 (TWENTY Million Dollars). A copy of your Insurance Policy and receipt for payment of premium must be provided with this signed schedule.

It is a requirement of the agreement that any "other" vehicles or vessels you bring into this facility is fully insured and that you hold public liability insurance in order of \$20,000,000 (TWENTY Million Dollars). A copy of your Insurance Policy and receipt for payment of premium must be provided with this signed schedule.

## **HOLIDAY PARK & MARINA RULES**

The Principal Occupant is to read and understand the Holiday Park & Marina Rules. Continual breaches of the Holiday Park & Marina Rules will mean eviction from Jerusalem Creek Marina & Holiday Park. It is the Principal Occupant's responsibility to ensure all family members, visitors and guests understand and abide by the rules of our park and marina. In the event that a family member, visitor or guest breaches the Holiday Park and Marina Rules the Principal Occupant (i.e. the signature/s on this document) will be held accountable, officially warned and or evicted.

**PARKING**

*Only one vehicle and one boat or trailer can be kept on site at the time of your visit. Short term and overflow parking are only permissible if overflow vessels and trailers are in the short-term parking area located behind the Workshop. JCMHP will not accept any responsibility whatsoever for vehicles and vessels left within our facility unattended by the owners. The Holiday Park Owner must be notified should you use the short term and overflow parking area.*

**VEHICLES, VESSELS & JETTIES**

*Are not to be left in common areas throughout the Holiday Park. A common area is land other than where a holiday site resides.*

**Long Term Parking fees apply - see section 11 of Schedule 2**

## SCHEDULE 2 - SCHEDULE TO ANNUAL HOLIDAY SITE AGREEMENT

11. **ADDITIONAL CHARGES** \* Only applies where separately metered  
**IS THE PARK OWNER AN EMBEDDED NETWORK EXEMPT SELLER?** Yes

### **WATER and SEWERAGE CHARGES**

*Purpose - To ensure that the Principal Occupant/s pays for water and sewerage supplied to the Site.*

*Basis of review - In accordance with the Victorian Essential Services Commission. REVIEWED ANNUALLY*

#### **WATER SERVICE CHARGES (No GST)**

**\* ONLY APPLICABLE TO individually metered sites**

*20mm Supply – Meter size	\$185.25 pa
*USAGE CHARGE – Non-Potable Water	\$0.8923 per kilolitre
Fire Service Charge	\$19.69 pa

#### **SEWERAGE SERVICE CHARGE (No GST) SEWERED SITES ONLY**

Sewerage Supply	\$481.17 pa
*Volumetric Charge - This charge applies to the volume of water used	\$1.7381 per kilolitre

*Other charges may be applicable from time to time. The Essential Services Commission outline the prices that business can charge their customers.*

*For more information see <https://www.esc.vic.gov.au>*

### **POWER CHARGES**

*Purpose - To ensure that the Principal Occupant/s pays for power supplied to the Site.*

*Basis of review - In accordance with the Victorian Essential Services Commission. REVIEWED ANNUALLY*

**Current Victorian Default Offer** for the period commencing 1 July 2024 and finishing 30 June 2025.

The current tariffs that *electricity* retailers can charge customers on the Victorian Default Offer apply from 1 July 2024 to 30 June 2025.

The default offer tariffs include a daily supply charge (\$ per day) and usage charges (\$ per kilowatt hour).

The Victorian Default Offer that is relevant for you depends on your distribution zone. Our distribution Zone is **AUSNET SERVICES**

These charges for the period of 1<sup>st</sup> July 2024 – 30<sup>th</sup> June 2025

Residential customers (GST inclusive)

<b>Distribution zone</b>	<b>Supply charge (\$ per day)</b>	<b>Usage charge structure</b>	<b>Usage charge (\$ per kWh)</b>
<b>AusNet Services</b>	\$1.3354	Block 1 (up to 1020 kWh used in a quarterly period)	\$0.3536
		Block 2 (balance of usage in a quarterly period)	\$0.3617

**New Victorian Default Offer** for the period commencing 1 July 2025 and finishing 30 June 2026.

*The Essential Services Commission will release their final decision on the Victorian Default Offer prices for 1<sup>st</sup> July 2025 – 30<sup>th</sup> June 2026 late May/June*

The new tariffs will take effect on 1 July 2025. You will be advised on the new pricing as soon as the *Essential Services Commission* make this information available.

<b>Other Charges and Fees (GST is applicable to these charges)</b>	
<b>Daily Visitor Fee - At the time of each visit</b> <i>To ensure that the visitor bears the cost of using the amenities, rubbish and other facilities provided by the Park Owner. Reviewed annually on 1 May each year.</i>	\$10.00 Single \$20.00 Family
<b>Over Night Visitor – In existing Occupants Site</b> <i>To ensure that the visitor bears the cost of using the amenities, rubbish and other facilities provided by the Park Owner. Reviewed annually on 1 May each year.</i>	\$25.00 Single \$45.00 Family
<b>Tourist Nightly Rate</b> <i>Tourist Nightly Rate, additional caravan (24hrs) To ensure that the visitor bears the cost of using the amenities, rubbish and other facilities provided by the Park Owner. Reviewed annually on 1 May each year.</i>	\$55.00 (24 hours)
<b>Permanent Extra Van – Per Annum</b> <i>Reviewed Annually on 1 May each year.</i>	\$500.00
<b>Small Marina Pen - Holiday Park Occupants Only (Limited to 10 spots)</b> <i>This is for holiday park occupants who have entered into an Annual Holiday Site Agreement. Discounted rate for a small marina pen on a 12-month basis. Ideal for picnic boats or party barges.</i>	\$1800.00
<b>Season Pass – Per Annum</b> <i>If you have a regular repeat visitor, you may apply for a season pass. Season passes are not transferable. Season passes are allocated to an individual or family on request from the Principal Occupant and will be noted on our database attached to the site file.</i>	\$500.00 Single \$900.00 Family
<b>Sell On Site Fee</b> <i>To cover costs associated with park administration, enquiries, web listing and postings.</i>	\$175.00 Administration fee and 3% of the original listed sale price.
<b>Replacement Gate Card – Per Card</b> <i>To cover cost of replacement card and card set up administration.</i>	\$110.00
<b>Jetty Registration – Per Sign</b> <i>To cover cost of signage. All jetties must have a registration sign attached for identification, this is a JCMHP and GMW requirement.</i>	\$35.00
<b>Long Term Vessel Storage – Per Item – Per Annum</b> <i>If you elect to leave your vessel at JCMHP longer than the permitted nightly stay, “(clause 8.1 of the schedule) and vessel is required to be stored at a location other than your holiday site “Long Term boat storage rules apply”. No exemptions apply to sites that reside on undulated ground, access issues or constraints arising from the facility’s topography.</i>	\$800 Vessel/trailer
<b>General Storage</b> <i>If you elect to leave Personal Property at JCMHP longer than the permitted nightly stay, “(clause 8.1 of the schedule) and personal Property is required to be stored at a location other than your holiday site “Personal Property storage rules apply”.</i>	\$55.00 per week
<b>PAYMENT PROCESSING</b> Visa, AMEX, MasterCard, and EFTPOS <i>Cost of acceptance is what the credit card company charges us. Call for confirmation.</i>  Paper Bill fee	No More than the Cost of Acceptance  \$5.00 per bill
<b>LATE PAYMENT FEE</b> <i>Charged when the payment due is not paid by the payment due date and every seven days thereafter until the payment due is made.</i>	\$55.00
<b>INWARD DISHONOUR FEE</b> <i>Charged each time a payment to the account is dishonored.</i>	\$35.00
<b>PENALTY INTEREST RATE</b> <i>12.5% per annum if the Principal Occupant defaults in the payment of any money due under this Agreement then the Principal Occupant must pay to the Owner upon demand interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic.) as at the date of the default.</i>	14.5% per annum