

### **Deed of Agreement**

1. Following your application, items you may receive from the Northern SEQ Distributor-Retailer Authority trading as Unitywater (ABN 89 791 717 472) include marquees, hydration stations, and refill stations, and associated equipment, at Unitywater's discretion.
2. The items you receive from Unitywater remain Unitywater's property.
3. You agree you will not allow any Security Interest (as defined under the Personal Property Securities Act 2009) to be attached to, registered or perfected over any of Unitywater's property in any person's name other than Unitywater.
4. If requested by Unitywater, and for the sole purpose of this agreement, you agree to pay for the items to be registered on the Personal Property Security Register.
5. You are to post one Facebook or Twitter acknowledgement of Unitywater's support in providing the items for the event you specify in your application.
6. You are to provide Unitywater with a copy of the acknowledgement for Unitywater's approval at least 24 hours before you intend to post the acknowledgement on social media.

### **Using items**

7. You agree you will not use the items you receive from Unitywater in a way other than for the purpose described in your application.
8. It is your responsibility to arrange for any approvals, permits, licences permission, access and any other arrangement or legislative or regulatory requirements to use the items for the purpose described in your application.
9. You are not to charge Unitywater for any costs, fees, or penalties incurred as a result of using the items including costs of hiring space at an event, permits, water or electricity use.
10. You are wholly responsible for the safety and security of the items and any effect the items may have on people and property nearby for the time between receiving the items and returning them to Unitywater.
11. You are to maintain a public liability insurance policy of no less than \$20 million to cover the use of the items. The insurance policy is to cover loss, damage and destruction to any property and personal injury to and death and illness of any person, howsoever caused. You are to provide proof of the insurance policy to Unitywater on application.

### **Damage**

12. You are to contact Unitywater immediately if you notice any faults, tears, bending, warping or other damage to the items you receive from Unitywater.

13. You are to ensure that the items you receive from Unitywater are not defaced, damaged or destroyed in any way, fair wear and tear excepted. You will be charged for any loss or damage caused to any items while in your possession, care, custody or control.
14. You are not to use the items during high winds or bad weather that may cause them damage.
15. You are not to disparage Unitywater, where disparage means any act or omission, including written or verbal communication, which is intended, or would reasonably be expected, to harm Unitywater or its reputation or which would reasonably be expected to lead to unwanted, negative, or unfavourable publicity to Unitywater.
16. You indemnify Unitywater on a continuing basis against all liability, claims, proceedings, loss, damage, charges, expenses and costs in relation to the items you receive from Unitywater. This clause survives expiry or termination of this agreement with Unitywater.

### **Marquees**

17. If you are collecting one or more marquees from Unitywater, you are call Unitywater to organise which Unitywater Service Centre to pick it up from (either Maroochydore or South Caboolture).
18. You are to ensure that at least two people load each marquee in and out of any vehicle and at least four people setup and dismantle each marquee.

### **Hydration stations and refill stations**

19. You are to ensure that the site for hydration stations and refill stations are easily accessible for delivery and retrieval by Unitywater.
20. You are to measure the distances between the site for hydration stations and refill stations and their respective connections to drinking water, drains and electricity. You agree that if the distances are too large, or the site is otherwise assessed as unsuitable, then Unitywater may be unable to provide a hydration station or refill station to the site.
21. You are not to connect or disconnect any hydration station or refill station without written permission from Unitywater.
22. You are not to locate a hydration station near a charitable organisation selling bottled water.
23. You are to obtain permission from the owner of the site to connect any hydration station and refill station to the drinking water mains prior to connection.
24. You acknowledge and agree that hydration stations and refill stations have limitations in the water pressure and temperature of the water provided.