



WHANGAMATA MARINA SOCIETY INC. TRAVELIFT AGREEMENT

VESSEL DETAILS

Name of Vessel: _____ Vessel Model: _____

Boat Length Overall: _____ Beam: _____ Draft: _____

Vessel Type: Yacht Launch Trailer Boat

OWNER/AGENT DETAILS

Surname: _____ First Names: _____

Address: _____

Phone: _____ Mobile: _____

Email: _____

SERVICES REQUIRED

Lift Out Wash Towage Lift In Survey Keel Job Storage Transporter

I/We hereby request that you remove my/our vessel as stated above from the water and place it on your hard standing area at Whangamata Marina.

I/We agree to be bound by all the terms and conditions of this agreement and to pay the Society's current charges set out in the schedule below.

*I/We understand that no spray painting may be undertaken on the vessel except in strict compliance with the Spray painting Consent Terms and Conditions attached, which are to be accepted by the spray painting contractor.

*Delete if not required.

I/We understand that neither the Society nor any of its agents, servants or employees has any liability for damage to the vessel however caused and are not responsible for any damage to the vinyl layout of **VINYL WRAPPED VESSELS.**

Signature: _____ (Boat Owner / Agent) **Date:** _____
(circle One)

In signing this document, you acknowledge that the agreement shall remain valid for future travel lift operations while the vessel remains under your ownership or control

SEE OVER FOR FURTHER TERMS & CONDITIONS

Payment required before return to water or leaving yard

**SPRAY PAINTING AND/OR SAND BLASTING CONSENT TERMS AND
CONDITIONS**

If you are intending to spray paint or sandblast your vessel you and any contractor you engage must abide by these terms and conditions.

Name of Contractor: _____

Address: _____

Contact: _____

1. Boatowners and Contractors are reminded that they are totally responsible for all actions, suits, claims, debts, obligations and other liabilities arising out of any act or omission or damage caused by them or by their servants, agents, employees or invitees.
2. The written consent of the Whangamata Marina Society Inc is required prior to commencement of any spray painting or sandblasting work (including preparation) within this Marina.
3. Persons engaged in spray painting or sandblasting work must report to the Marina Office immediately prior to commencing work for final approval to commence.
4. The use of adequate drop sheets for the protection of adjacent vessels is required in all cases and on every occasion.
5. The Marina's management staff shall have sole discretion in determining that conditions are suitable for work to be commenced or continued and that adequate drop sheets are being used to protect adjacent vessels.
6. Work shall immediately cease if required by the Marina's management staff.
7. Only equipment and materials that conform with the Thames Coromandel District Plan, Council bylaws and the Health and Safety in Employment Act and regulations may be used. Requirements of the Resource Management Act and any consents or permits must also be observed.
8. Contractors must provide evidence of current public liability insurance for a minimum value of \$5,000.000 before commencing work on any vessel.
9. Owners or contractors found operating in breach of these Terms and Conditions are likely to be prevented from further access to spray painting on the Marina.

Additional information, rules and regulations on hardstand painting, sandblasting and preparation work may be stipulated from time to time by Marina management staff. The Owner and the Contractor are jointly responsible to ensure that all persons involved in work upon the vessel abide these rules.

I/We agree to abide by the above conditions.

Signature: _____(Contractor)

Signature: _____ (Owner)

Date: _____



FURTHER TERMS AND CONDITIONS OF USE OF TRAVEL LIFT AND HARD STANDING AREA AT WHANGAMATA MARINA SOCIETY INC. PREMISES.

1. In this agreement unless inconsistent with the context or matter:

“The Owner” means the Owner or Owners named on the face hereof, the executors and administrators (or as the case may be successors) and permitted assigns thereof, and persons claiming through the Owner, and where the context so admits or requires shall include servants, or agents thereof.

“The Marina”, and “the Society” mean WHANGAMATA MARINA SOCIETY INC and its successors and assigns and where the context so admits or requires shall include its servants or agents and the Marina premises occupied by the Society”.

“The Vessel” means the vessel (named and described in this agreement) and any tackle, goods, gear machinery, or other property on board such vessel or attached or belonging thereto.
2. The Owner acknowledges and declares that the vessel and any chattels in or upon or fixed to the vessel when slipped and placed on the hard standing are not placed in the custody of the Marina and that the Marina is not in possession of the same unless and until the Marina exercises any rights to hold the vessel which it may have in respect of any moneys owing by the Owner to the Marina or otherwise.
3. The vessel and its equipment and contents is removed from the water, transported, stored and launched into the water (as the case may be) entirely at the risk of the Owner, and at all times remains at risk of the Owner, and neither the Marina nor any servants, agents, or employees of the Marina shall be liable for any damage to or theft or loss of the vessel or any tackle, goods, gear, machinery, or other property thereon whilst on the hard standing or on the travel lift no matter who or from what cause such loss or damage may arise or occur including (but without limiting the generality of the foregoing) loss or damage caused by the removal of the vessel by any person not authorised by the Owner to remove it, whether such removal was permitted by the Marina or not.
4. All debris associated with work carried out on the vessel must be swept up and cleared from the area and placed in receptacles provided at the conclusion of each day’s activity. Marina staff may clear and tidy, unkempt sites and an additional charge per occasion shall be added.
5. The Marina shall not either directly or vicariously nor shall any of its servants, agents, employees, or invitees be liable for any injury, loss or damage sustained or suffered by the Owner or any person on the hard standing area whether on the vessel or not or on the travel lift or the slipway or on the adjacent hard standing or on the marina, or inside or adjoining the buildings comprising the Marina complex, no matter how or from what cause such loss or damage arises.
6. The Owner hereby indemnifies, and will keep indemnified, the Marina against all actions, suits, claims, debts, obligations, and other liability whatsoever arising out of this agreement, or out of any act or omission of the Owner or the servants, agents, employees, contractors, or invitees of the Owner and the Owner agrees to compensate recompense pay and indemnify, and hold indemnified the Marina against any loss or damage to the travel lift or the marina and its berths or slips, or any of the vessels moored in the marina or on the hard standing area or to any other property of the Marina or of any third part caused or resulting from the acts or omission of the Owner or the servants, agents, employees, contractors or invitees of the Owner.
7. If any money be owing by the Owner to the Marina, whether for use of the travel lift or for the use of the hard standing area, or the storage of any vessel or otherwise, the Marina shall be entitled to seize the relevant vessel or vessels and shall thereupon have a general lien upon and right of retention of any vessel so seized until all sums due by the Owner to the Marina have been paid in full. Unless prior arrangements are made to the satisfaction of the Marina, until all moneys due to be paid to the Marina have been paid in full by the Owner the Marina shall be under no obligation to return the vessel to the water. If the moneys owing remain unpaid for a period of 14 days after the Marina has given notice to the Owner of holding the vessel, as aforesaid the Marina shall be entitled without further notice, to sell by auction, or otherwise the vessel held and any chattels therein or thereon and the proceeds of such sale shall be applied first towards the expenses of seizure and sale and secondly the payment of moneys due to the Marina and thirdly the payment of the balance (if any) to the Owner in summary manner as if such sum were liquidated damages. The Owner hereby indemnifies and saves harmless the Marina from all claims, suits and demands made by any person, firm or corporation in respect of any vessel or chattels received and sold pursuant to the provisions hereof.
8. Any notice required to be given to the Owner shall be deemed to have been duly given if either left on the vessel or delivered personally or by posting it by registered letter addressed to the Owner at the address in this agreement or at the Owner’s last known place of abode or business in New Zealand.
9. The Marina may deliver up the vessel from time to time to any person producing this agreement or offering such evidence of ownership or authority to receive the vessel as the Marina may deem sufficient.
10. The Marina shall be entitled to charge the Owner a fee of \$100 in the event of the Owner, through any reason, not keeping any appointment for the use of the travel lift.
11. The person who signed this agreement warrants that he/she is the Owner of the vessel or is authorised by the Owner to sign this agreement and to bind the Owner to the terms and conditions of this agreement.