



BOAT OWNER:
ADDRESS:

BOAT NAME:
LENGTH :
HAULOUT DATE:

HONE No

EXPECTED RELAUNCH

EMAIL

☆ Is your vessel insured? Yes / No

☆ Does your current Insurance Policy cover your vessel while it is on the hardstand? Yes / No
Please note – your vessel must have \$5,000,000.00 **THIRD PARTY** insurance cover **AT ALL TIMES** while on the hardstand.

PLEASE READ THE TERMS & CONDITIONS OVERLEAF

I accept the Terms & Conditions printed on the reverse of this form and agree that Bridge Marina Travelift Ltd, Lift, hardstand & re-launch my boat.

DO NOT under any circumstances allow your subcontractor or any other person to alter or remove any acrow props, supports, cradles or any other means of cradling the vessel.

SIGNED _____

OWNER

SIGNED _____

DOCKMASTER/MANAGER for Bridge Marina Travelift Ltd

IMPORTANT NOTICE TO ALL BOATOWNERS:

1. This contract must be signed before boat is lifted or as soon as possible after haulout.
2. Bridge Marina Travelift Ltd (BMTL) holds no responsibility for damage to underwater appendages.
3. Water blasting to be performed on wash-down pad only & by BMTL staff.
4. No props, supports, wedges or means of cradling vessel, to be removed or altered without specific yardman's permission.
5. All owners, or agents who sign this form shall have been deemed to have read the general terms and conditions AND hardstand housekeeping guidelines.
6. **Appropriate footwear** to be worn at all times – **NO JANDALS** allowed.
7. **NO ALCOHOL** to be consumed within the yard, or within boats while on the hardstand.
8. Machinery and/or hand tools belonging to Bridge Marina Travelift Ltd are not available to yard clients.
9. **All CONTRACTORS engaged by vessel owners must have the appropriate insurance, be inducted and sign in at the office, prior to the commencement of any work.**
Please remember your CONTRACTORS are your responsibility.
10. BMTL are not responsible to any damage to the vinyl layout of **VINYL WRAPPED VESSELS**.
11. Payment required prior to launching.
12. **SELLING YOUR VESSEL WHILE ON THE HARDSTAND** – Vessels are **not** to be listed on Trademe or Marketplace whilst on the hardstand. You are liable for any hardstand fees until such time as the new owner has signed a haulout & acceptance form.

PLEASE RESPECT THE BUSY BOATYARD WORKING ENVIRONMENT. – Keep Safe & Keep Clear

GENERAL TERMS AND CONDITIONS

1. The Owner shall:
 - a) At all times respect and abide by the *General Housekeeping in the Yard Guidelines* – as attached to this form. Follow all safety requirements & ensure that all your visitors/subcontractors to the yard are safe and follow the guidelines. Subcontractors and visitors are the boat Owners responsibility – please ensure they are safe!
 - b) At all times, keep the area of the hardstand immediately surrounding the vessel in a clean and tidy condition and shall not store supplies and materials, accessories or debris on that area.
 - c) Deposit all garbage in the receptacles provided, provided that where the amount of waste to be from and around the vessel is considered by Bridge Marina Travelift Ltd in its sole discretion to be unusually excessive, then the removal of this waste shall be at the owner's expense.
 - d) Not carry out any work on the vessel while the vessel is located in Bridge Marina Travelift Ltd's yard, without the express consent of Bridge Marina Travelift Ltd first having been obtained.
 - e) Duly and punctually pay all charges when levied by Bridge Marina Travelift Ltd and, in any event before vessel is removed from the possession or control of Bridge Marina Travelift Ltd. If any money be owing to BMTL then BMTL shall be entitled to seize the vessel and shall thereupon have a general lien upon and right of retention of the vessel so seized until all sums due by the vessel owner to BMTL have been paid in full. Unless prior arrangements are made to the satisfaction of BMTL, until all moneys due to be paid to BMTL by the Owner are paid, then BMTL shall be under no obligation to return the vessel to the water. Of the moneys owing remain unpaid for a period of fourteen (14) days after BMTL have given notice to the Owner of holding the vessel, as aforesaid BMTL 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 BMTL and thirdly the payment of the balance (if any) to the Owner provided always that if there shall be a deficiency BMTL may proceed to recover such deficiency from the Owner in summary manner as if such sum were liquidated damages. The Owner hereby covenant to indemnify BMTL from all claims, suits and demands made by any person, firm or corporation in respect of any chattels received and sold pursuant to the provisions thereof.
BRIDGE MARINA TRAVELIFT HAS THE RIGHT TO RECOVER ANY COSTS INCURRED BY BRIDGE MARINA TRAVELIFT LTD AS A RESULT OF THE OWNER NOT ADHERING TO 1e OF THIS CONTRACT.
 - f) Pay all costs Bridge Marina Travelift Ltd incurs in seeking recovery of debts owed by the Owner to Bridge Marina Travelift Ltd. This includes all legal cost on a full solicitor-client basis.
2. Bridge Marina Travelift Ltd shall not in any way be liable for any defects, loss, damage or injury caused by or resulting from work undertaken or materials supplied by the owner or the owner's representatives, contractors or agents.
3. The Owner hereby indemnifies Bridge Marina Travelift Ltd against all actions, suits, claims and other liabilities whatsoever arising out of this agreement or out of any act or omission if the owner or the servants, agents, employees, contractors or invitees of the owner, and the owner agrees to compensate Bridge Marina Travelift Ltd for any loss or damage to the hard standing hauling equipment, marine or any other craft in the marina or on the hardstand or to any other property caused by or resulting from the acts or omissions of the owner or the owner's agents, employees, contractors or invitees.
4. Any notice required to be given to the owner may be delivered to the owner either personally or by posting it by registered letter addressed to the owner at the address noted on the front page of this contract or by leaving such notice on the vessel.
5. Bridge Marina Travelift Ltd and its servants, agents or employees shall not be liable in negligence or otherwise for any damage, theft or loss of the vessel or any goods or other property stored on it while the vessel is in the possession of or under control of Bridge Marina Travelift Ltd.
6. The owner has read, and is familiar with the General Housekeeping Guidelines of Bridge Marina Travelift Ltd and understands the safety requirements while the owner's vessel is in the hardstand.

THE OWNERS OF VESSELS USING THESE HARDSTAND FACILITIES ARE REMINDED OF THEIR LEGAL RESPONSIBILITIES IN REGARDS TO COMPLIANCE WITH THE PROVISIONS OF SUCH STATUTES, REGULATIONS AND BY LAWS OF GOVERNMENT, LOCAL AND OTHER PUBLIC AUTHORITIES THAT MAY BE APPLICABLE TO THE CIRCUMSTANCES OF ANY WORK THAT THE OWNER IS IN CONTROL OF AND MAY BE DEEMDED RESPONSIBLE FOR.

GENERAL HOUSEKEEPING IN YARD

Welcome to *Bridge Marina Travelift Ltd*. Thankyou for choosing our haulout yard for your boat maintenance. Our travelift is owner operated and we take great pride and care in our yard.. *Please read the following guidelines before working on your boat. Thanks Bruce Goodchap*

DRUGS & ALCOHOL PROHIBITED IN THE YARD.

CORRECT COVERED FOOTWEAR MUST BE WORN AT ALL TIMES – NO JANDALS.

TREAT THE YARD LIKE A CONSTRUCTION SITE – IT IS A HIGH HAZARD ENVIRONMENT.

VESSELS MUST NOT BE LISTED ON TRADEME / MARKETPLACE WHILST ON THE HARD.

The Health and Safety of you, your contractors and others working around you is paramount. Please do not engage in any activity that could cause harm. **If you see any activity that is potentially dangerous, please report it immediately to the hardstand Manager.**

BOAT OWNERS EMPLOYING SUBCONTRACTORS

If you are employing contractors to work on your vessel, they **must be** inducted by Bridge Marina Travelift Ltd. They must provide BMTL with a copy of their Liability Insurance of no less than \$5,000 000.00. If you are unsure whether your subcontractor is site approved for BMTL – just ask.

Contractors must sign in at the Travelift office.

WORKING @ HEIGHTS

More injuries occur from falls under 3 metres high and these often result in serious harm. Although you cannot avoid working at heights on your boat, please take all practicable steps to ensure your safety and the safety of those working around you. Plan your work approach, assess the risk and the possibility of serious harm. **The most frequent cause of accidents in the yard have been people stepping off the side/back of their boats, or leaning on lifelines which have been loosened. Falling off your boat always results in SERIOUS HARM, so PLEASE THINK BEFORE YOU ACT.** Make sure the area below your work platform is clear of obstacles. Keep your deck clear of tools to eliminate tripping.

CORRECT USE OF LADDERS

The Travelift Operator will secure a yard approved ladder to your vessel. **Please do not bring ladders from home.** Scaffold towers are available in the yard, they are free to use – please use them.

WORKING ALONE ON BOATS

Boat owners or subcontractors working in confined places in which noxious gases, flammable liquids and vapours, or any other harmful substance matter are present, must ensure that they have adequate ventilation and appropriate respiratory protective devices. They must also **appoint a person outside the confined space** to ensure the provision of communication, support and rescue services to the person within the confined space.

USING ELECTRICAL EQUIPMENT ON BOATS

Check all plugs and leads are certified before use, place clear of water, excessive heat, sharp edges and grease/oil. Please ensure all your tools are certified and safe to use.

FIRE IN BOAT ON HARDSTAND

Unplug electricity cable from the electricity supply box. Fire extinguishers are outside the travelift office – red box attached to wall & along the fenceline – opposite the café (inside the yard).. Please remember that water does not mix with fuel or electrical fires.

DISPOSAL OF WASTE OIL/THINNERS

Hazardous substances such as oil can be disposed of at the waste oil container, which is located opposite the marina laundry and café. Such materials must **NEVER** be tipped into the hardstand drains. Any persons caught doing so will be heavily fined by Environment Bay of Plenty. Unused and unwanted paint and thinners should be returned from where you purchased the items or to the local Transfer Stations (up to a maximum of 20litres).

RUBBISH

Please maintain a clean bay around your boat by regularly sweeping (twice a day if sanding) and disposing of solid matter into the rubbish bins provided. **Please do not allow solid matter to enter the drains.**

PARKING OF VEHICLES

To avoid congestion within the yard we ask that only one car per boat, park within the yard. It wastes time and disrupts the concentration of the Travelift Driver if he has to stop the travelift to ask people to shift vehicles. Vehicles parked within the yard are the car owner's responsibility.

Bridge Marina Travelift Ltd takes no responsibility for any damage to vehicles while in the yard.

CRADLES / ACROW PROPS AND BLOCKS

No one apart from the hardstand operator is to touch or remove blocks/wedges, props and cradle arms.

SPRAY PAINTING

If you have employed a subcontractor to spray paint your vessel with two-pack paint containing diisocyanates, your subcontractor must have Resource Consent from Environment BOP & a copy of this must be provided to BMTL. Subbies & the boat owner are responsible for overspray, so when spraying you must use drop sheets to cover the boats either side of you.

EMERGENCY PROCEEDURE

If a serious accident occurs and you need to contact Police, Fire or Ambulance, dial 111.

State that you are situated at the Hardstand area of the **TAURANGA BRIDGE MARINA at 101 TE AWANUI DRIVE.**