

Boat Haulout Contract

Haulout, Hardstand, Storage and Relaunching Acceptance Form

Customer: _____ Phone: _____

Name: _____ Crew Names: _____

Address: _____ E-mail: _____

Postcode: _____ Length: _____

Country: _____ Beam: _____

Boat Name: _____ Draft: _____

Haulout Date: _____ Weight: _____

Expected Relaunch: _____ Live Aboard: Yes/No

Actual Relaunch: _____ Temp Import Entry: Yes/No

Boat Construction (please circle): Timber Steel Fibreglass Aluminium Ferro GOP

Services Required: Haulout Waterblast Hardstand Lift for Inspection

Other: _____

PLEASE READ THE TERMS AND CONDITIONS OVERLEAF

I accept the Terms and Conditions on the reverse of this form and agree that Dockland 5 Marine Ltd haul, store and relaunch my boat.

Signed: _____ Boat Owner/Agent

Signed: _____ Dock master/Foreman

1. No responsibility for damage to underwater appendages
2. Payment is required prior to launching
3. Contract must be signed before boat is lifted
4. Water blasting is to be performed on the wash down pad only
5. No props, supports, wedges or means of cradling vessel to be removed or altered without specific yardman's permission
6. All owners or agents who sign this form shall have been deemed to have read the general terms and conditions prior to haul out
7. Owners and listed crew to work on owners boat other than yard staff or Dockland 5 Marine Ltd contractors
8. All sub traders to be approved prior to the commencement of any work
9. Machinery and/or hand tools belonging to Dockland 5 Marine Ltd are not available to yard clients

No wet sanding other than on the wash down pad. NO EXCEPTIONS

Northern Regional Council Minimum Fine \$1000.00

Dockland 5 Marine Ltd

Address: 211 Port Road, PO Box 1506, Whangarei, New Zealand

Email: support@dockland5.co.nz **Phone/Fax:** 0064-9-4388558 **Mobile:** 027 4930812

General Terms and Conditions

The owner shall:

1.
 - i) At all times keep the area of the hard stand immediately surrounding the vessel in a clean and tidy condition and shall not store supplies and materials, accessories or debris in that area.
 - ii) Deposit all garbage in the receptacles provided, provided that the amount of waste produced and around the vessel is considered by Dockland 5 Marine Ltd in its sole discretion to be unusually excessive, the removal of this waste shall be at the owner's expense.
 - iii) Not carry out work on the vessel while the vessel is in the possession or under the control of Dockland 5 Marine Ltd without the expressed consent of Dockland 5 Marine Ltd first having been obtained.
 - iv) Duly and punctually pay all the charges when levied by Dockland 5 Marine Ltd and in any event before the vessel is removed from the possession of Dockland 5 Marine Ltd at the rate specified at the date of haul out.
2. Dockland 5 Marine Ltd shall not in any way be liable for any defects, loss or damage 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 Dockland 5 Marine 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 Dockland 5 Marine Ltd for any loss or damage to the hard stand hauling equipment, marina 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 owners agents, employees, contractors or invitees.
4. Dockland 5 Marine Ltd shall be entitled from time to time to deliver up the vessel to any person producing this contract or offering such other evidence of ownership or authority to receive the vessel as Dockland 5 Marine Ltd may, in its sole discretion deem satisfactory.
5. 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.
6. Dockland 5 Marine 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 the control of Dockland 5 Marine Ltd.
7. Any account overdue will have any discount removed and be charged at the full hard stand rate.
8. All oils and solvents are to be disposed of in appropriate areas provided by the main office.
9. All boat owners must comply with the Site Health & Safety regulations and comply with all instructions from Dockland 5 Marine Limited employees & management.

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 deemed responsible for.