

RIVERSIDE DRIVE MARINA

HAULOUT, HARDSTAND, RE-LAUNCHING AND MARINA RENTAL AGREEMENT

CUSTOMER DETAILS

Name Full Name: _____

Physical Address Street: _____ Suburb: _____

City: _____ Postcode: _____ County: _____

Phone and Email Home: _____ Work: _____

Mobile: _____ Email: _____

Emergency Contact: Name: _____ Number: _____

VESSEL DETAILS

Name: _____ Vessel Type: Yacht Launch

Dimensions Overall Length: _____ Beam: _____ Draft: _____ Weight: _____

Colour Deck: _____ Hull/Topsides: _____ Bottom: _____

Country of Origin: _____

LIVE ON-BOARD

Do you wish to live on-board your vessel? Yes No

FANWORM

Are you aware of Mediterranean Fanworm? Yes No

Please state the Ports and dates that you have visited and duration of stay over the past 12 months:

1. _____

2. _____

When was your last haulout and antifoul carried out? _____ (proof is required)

When was your last pressure wash carried out? _____ (proof is required)

EXECUTION

I/we acknowledge that I/we have read the terms and conditions of the Agreement and accept the same.

Signed for on behalf of the Customer: _____ Date: _____

Riverside Drive Marina Boatyard Rules

Please read the following rules, terms & conditions before signing. Failure to comply with these rules and the Resource Management Act 1991 may result in a fine or prosecution by the NRC.

1. It is the boat owner's responsibility to instruct the travel lift operator as to the placement of the travel lift slings PRIOR to lifting. No responsibility will be accepted by RDM for any damage to any parts of the boat.
2. No cradle arm or prop shall be moved, except by hard stand staff.
3. Boat owners are responsible for the rented hard stand site which must be kept clean at all times and free of oil, fuel, paint or epoxy filler.
4. After water blasting topsides are rinsed clean by boatyard staff. If for any reason (such as strong winds) dirty water spray soils the boats deck, it is the owner's responsibility to clean his vessel; it is not in any way the responsibility of RDM.
5. Any welding, grinding or spray painting to be undertaken must be the subject of prior notification to RDM's office, together with the details of the entity which will undertake the work. RDM may at its absolute discretion, forbid such work to be undertaken.
6. It is the responsibility of the boat owner/owner's agent to ensure that any contractor brought into the boatyard to carry out any work on the owner's vessel is registered with RDM administration, which requires all contractors to have the necessary OSH documentation and indemnity insurance.
7. No hoisting of sails while vessel on hardstand.
8. Climbing of masts while on hardstand must only be carried out by a rigging Company, with RDM authorization.
9. The owner's vessel is removed from the water, transported & stored on the hardstand area and inserted into the water (as the case may be) entirely at the risk of the owner. Except as otherwise provided in the Consumer Guarantees Act 1993, all terms which would otherwise be implied by law, imposing liability on RDM for any damage to or theft or loss of the vessel or any goods or other property stored on it are expressly excluded. RDM and its employees and agents and contractors shall not be liable in negligence or otherwise for any damage to, or theft or loss of the vessel or any goods or other property of the owner while the vessel is in the premises of RDM or in the possession or under the control of RDM.
10. Account is payable before launching or removal of vessel from yard or marina. We reserve the right to charge interest at 2.5% per month and to charge a late payment penalty of 10% on any overdue accounts. If the account is not paid within 30 days after the due date, our debt recovery agency may charge you a fee of 25% of the unpaid portion of the price, but not less than \$35.00. Where the total agency, legal and other costs arising from the recovery of any amount owing exceeds the debt recovery fee charged, our agent is also entitled to recover such additional costs from you. The service provider reserves the right to recover all cost incurred by it, legal or otherwise from the client should the client fail to pay the agreed rate as required by this agreement and subject to the terms and conditions of this agreement.
11. If a vessel is deemed high risk of carrying Mediterranean Fanworm, they acknowledge Riverside Drive Marina's terms and conditions to have their vessel hauled out within 48 hours of arriving in the marina and appropriate action taken. Cost to be covered by the vessel owner.

Boatyard Management Rules

All boat owners must inform the Marina Office if there is any possibility, before their boat is lifted out, of the presence of **MEDITERRANEAN FANWORM** on their hull. This also includes if they are under a Notice of Direction from the Northland Regional Council. Failure to do so may result in a fine or prosecution by the Northland Regional Council.

1. We must take all practical steps to ensure that all wastes generated during boat maintenance activities are captured, contained and disposed of appropriately.
2. Appropriate control measures must be taken to ensure activities such as sanding, scraping and painting do not pollute the land, sea or air with particles, dust or fumes.
3. Wet sanding of antifoul paint can only be undertaken in the slings of the Travel lift over the concrete catchment area of the Travel lift bay.
4. Removal of bottom paint by scraping must be carried out over a drop cloth or tarpaulin with the boat "tented up" by hanging drop cloths from the sides to eliminate windblown dust.
5. Vacuum sanding systems must be used to collect sanding dust as it is created. Dust should not be allowed to become wind-borne or otherwise leave the work site.
6. Due to environmental considerations and noise restrictions abrasive blasting including sand and grit blasting is not permitted on this boatyard.
7. All spray painting activities on the boat yard must be authorized by Marina staff and can only be carried out by contractors authorized by Riverside Drive Marina prior to commencement. Precautions must be taken including adequate drop sheets to protect adjacent vessels and suitable weather conditions prevailing at the time of spray painting.
8. All materials such as fuels, oils, cleaners and paints must be handled correctly, stored safely and with care to prevent pollution. The Containment of waste oil and other hydrocarbons on the boat yard is essential. Use large drip trays and oil absorbent pads to contain and control any spills.
9. Removal or offloading significant quantities of hazardous liquids such as onboard fuel shall only be carried out by an approved contractor. Storage of hazardous liquid wastes without secondary containment on the work site is prohibited.
10. Riverside Drive Marina has an Emergency Spill Response Plan and equipment to clean up spills on site. In the event of a spill please contact the Marina immediately for assistance.
11. Riverside Drive Marina will not accept any vessel deemed at high risk of carrying Mediterranean Fanworm, arriving into the marina on a Saturday.