



## **AGREEMENT FOR THE USE OF TRAVELIFT AND YARD AT THE MANA CRUISING CLUB INCORPORATED**

1. In this agreement, "Owner"<sup>1</sup> refers to the owner of the vessel being lifted and stored.
2. The Owner or the Owner's agent, acknowledges that the vessel is conveyed and stored at the Owner's entire risk and that neither the Mana Cruising Club Incorporated (the "Club"), nor its employees, contractors, or agents shall be liable for any damage to the vessel or accessories associated with the vessel or any loss or injury suffered by the Owner or its employees, contractors or agents, other than as a direct result of any action or omission by an employee, contractor or agent of the Club or failure of Club equipment.
3. The Owner, and the Owner's agents as appropriate, shall:
  - a. Adhere to the Club's safety requirements as outlined in the Yard • Induction Manual.
  - b. Maintain the area around the vessel in a safe and tidy condition.
  - c. Ensure connections to shore power are made through appropriate RCD devices and, if the vessel is connected to shore power, that it has a valid electrical warrant of fitness.
  - d. Take appropriate measures to ensure that work carried out on the vessel poses no risk to the health and safety of any person using, visiting or transiting the area or to the property of any other member.
  - e. The Owner shall settle all amounts owing under this agreement by the 20th of the month following invoice. The Club reserves the right to require all amounts to be settled before a vessel is relaunched.
4. Any employee or flag officer of the Club has authority to require work on the vessel to be stopped until clause 3, above, is complied with.
5. The Owner acknowledges that the vessel placed in the Yard is not in the custody of the Club until such time as the Club may execute any rights of seizure for unpaid moneys. The Owner, through this agreement, indemnifies the Club against all actions, suits and liabilities arising from this Agreement, other than those arising as a direct result of an action or omission by an employee, contractor or agent of the Club, or failure of Club equipment.
6. The Club reserves the right to collect any moneys outstanding from the use of the Travelift and the Yard through either seizing the vessel under general lien or referring the outstanding amount to a Debt Collection Agency. In both instances any applicable fees will be added to the Owner's account. If moneys remain outstanding without satisfactory arrangements for a period of 90 days, the Club shall be entitled without further notice to sell or otherwise dispose of the vessel, with proceeds first being applied to the outstanding amounts and any appropriate fees incurred in taking this action.
7. Notices under this agreement may be given by personal delivery to the Owner or the Owner's agent, or by sending electronically ([manager@manacc.co.nz](mailto:manager@manacc.co.nz)) or by post to The Manager PO Box 57045 Mana, Porirua 5247. Service of notice shall be deemed to have been effected by personal delivery or by properly addressing and sending the notice.

**You accept the conditions of use of the Travelift and Yard facilities, as set out above by ticking the two final boxes on the electronic booking form. This is a mandatory requirement for all bookings.**