



SANDSPIT YACHT CLUB INC. HAULOUT AND HARDSTAND CONTRACT

Between: Sandspit Yacht Club Inc. (SYC)

And:

| | | |
|----------------------------|-----------|------------------|
| Name(s): | (I or We) | SYC membership # |
| If non-member: Address: | | |
| Telephone: | Email: | |

Agreement:

1. Vessel details:

I/We wish to use SYC's facilities and services to haul and/or store and/or launch the following vessel:

| | |
|----------------|--|
| Vessel Name: | Type (delete as appropriate): Keeler / Launch / Multihull / Trailer boat |
| Length: metres | Beam: metres |
| Draft: metres | Weight: tonnes |
| Features: | <i>[insert any features that may impact on hauling/launching this vessel: e.g. stern heavy; no bulkheads at the cradle arms; etc.]</i> |

2. Authority

[either] I am/We are the legal owner(s) of the vessel. I confirm the vessel details are true and correct to the best of my knowledge.

[or] I am duly authorised by the owner of this vessel to enter into this agreement in relation to the vessel and on behalf of the owner. I will supply proof of this authorisation upon request. I confirm the vessel details are true and correct to the best of my knowledge.

[delete as appropriate]

3. Use of facilities and services and term of agreement

I/We acknowledge that I/we use SYC's facilities and services entirely at my/our own risk. This agreement is applicable to [either] the single haul/store/launch commencing on or around _____[insert date]. The agreement will terminate after: (a) the vessel is launched or removed from SYC grounds; and (b) all amounts owing under this agreement have been paid.

[or] multiple haul/store/launch activities. The agreement will terminate after: (a) the vessel is launched or removed from SYC grounds; (b) all amounts owing under this agreement have been paid; and (c) one party advises the other in writing that the agreement is at an end. *[enter that date here _____]*

[delete as appropriate]

4. Release

I/We release SYC, it's officers, employees, contractors and volunteers, from any and all liability in relation to the haul, storage and/or launch of the vessel, including but not limited to damage to any property (e.g. the vessel, items stored on the vessel, etc) and injury to or death of any person.

5. Indemnity

I/We indemnify SYC, it's officers, employees, contractors and volunteers, from any and all claims made against them by any third party arising from the acts or omissions of myself, my employees, contractors or invitees working on or accessing the vessel.

6. Insurance

I/We confirm that the vessel is and will remain insured throughout the time the facilities and services are used, including a minimum of \$5 million third party cover.

7. Conditions

I/We agree to comply with the Haulout and Hardstand Conditions contained in this agreement and any amendments to these that may be made by SYC from time to time (notification of such changes being made by display on the SYC website and/or printed in the SYC handbook).

8. Payment

I/We agree to pay all SYC's charges for the use of its facilities and services by the earlier of: 7 days of invoice; and prior to launching or removing the vessel from the hardstand.

I/We acknowledge that if full payment is not made: (i) by the due date, SYC may refuse to haul, launch or permit a vessel to be removed from the hardstand as applicable; and (ii) within 30 days of the due date, SYC shall have the right to sell the vessel by public tender to recover any charges or fees payable in respect of the vessel.

9. Severability

If a court of competent jurisdiction determines any part of this contract is illegal or unenforceable, that part shall be read down to the extent necessary or omitted if necessary, and the rest of this agreement will remain.

| | Name | Signature |
|-----------------------------|------|-----------|
| Signed by: | | |
| Signed on behalf of SYC by: | | |
| Date: | | |

Haulout and Hardstand Conditions

General:

- Bookings:** all bookings to use any of the Sandspit Yacht Club Inc (**SYC**) haulout, hardstand and/or storage facilities must be made through the Slip Master. The Haul, Store & Launch Contract, available from the SYC office, must be completed and signed by or on behalf of the vessel owners (and non-members must have paid the estimated fees) prior to hauling / the vessel entering the hardstand.
- Priority:** private use vessels owned by financial SYC members have priority for booking the haulout / hardstand. If space is available and members are not inconvenienced, commercial use vessels and vessels owned by non-members may use the haulout / hardstand if approved by the Slip Master.
- Fees:** charges and fees shall be in accordance with those fixed by resolution of the Executive Committee and may change from time to time. Fee changes will be applicable from the date stated by the Executive (even if this occurs between booking and re-launching). Member rates only apply to the member's vessel listed in the SYC handbook (or a notified replacement of it). Fees and charges will be invoiced to members monthly with a final invoice prior to launching the vessel or removing it from the hardstand.
- Limits:** vessels exceeding 15m in length and/or 13 tonnes in weight cannot haul at SYC's facilities. Proof of weight may be requested prior to haulout..
- Refusal:** irrespective of a booking having been accepted, any of SYC's Board members, the Club Secretary/Manager, the Slip Master or the approved hardstand assistants (each an "Authorized Person") may refuse to haul, launch, or store any vessel at his/her own discretion at any time.
- Slipway:** the slipway's main purpose is for hauling out and relaunching vessels that use the hardstand, which takes precedence over all other uses. Accordingly:

- a. the launching or retrieving of any other craft or vessel, excluding dinghies, on the slipway may be carried out only by arrangement with the Slip Master.
 - b. the loading or unloading of machinery, equipment, or materials for commercial use from any vessel designated for such use is prohibited unless approved by the Slip Master in advance.
 - c. access to the slipway and washdown area must be kept clear at all times.
7. **Vehicles on hardstand:** vehicles transiting the hardstand must stay within the transit lanes and follow any directions given by an Authorised Person. Vehicles must not be parked on the hardstand unless it is for the purpose of working on a hauled vessel and in this case, it is limited to one vehicle per vessel which must be parked as close as practicable to that vessel and out of the way of other users of the hardstand. Vehicles transit and / or park on the hardstand at their owner's (and, if applicable, their agent's) risk.
 8. **Risk:** all vessels are hauled out, stored on the hardstand, and launched at their owner's (and, if applicable, their agent's) risk. SYC is not liable for any of the following: any injury to or death of any person; any theft of or from the vessel or any vehicle; any loss or damage to any vessel (including rigging, spars, equipment, furnishings, running gear, chattels etc.), vehicle or other property whatsoever - however arising and irrespective of whether it occurs when a vessel is on the hardstand or in the course of hauling out or launching.
 9. **Liability:** the owners of a vessel (and, if applicable, their agents) take full responsibility for any damage or personal injury caused by the acts or omissions of the owners, their agents, employees or contractors, while the vessel is hauled, on the hardstand and / or relaunched.
 10. **Live aboard:** living aboard vessels while they are on the hardstand is not permitted. Any exception to this will be at the sole discretion of the Executive and on a case-by-case basis on such terms as the Executive think fit.
 11. **Health and Safety:** any person on the hardstand or in the vicinity of vessels being hauled, moved or launched must comply with SYC's health and safety policies and with any directions given by the Slip Master, the

Hauling and Launching:

12. The owner (or agent) of the vessel:
 - a. must assist with adjusting the cradle to suit the vessel prior to hauling
 - b. is responsible for the proper positioning of the vessel on the cradle
 - c. must have at least 2 capable people on the vessel for hauling and launching
 and any failure to comply with (a) and/or (c) will result in an increase in fees charged..
13. Furling headsails must be removed prior to hauling / entering the hardstand.
14. Vessels will only be hauled or launched by the Slip Master or approved hardstand personnel.

On the hardstand

15. The Slip Master or any person authorised by him shall have the right to:
 - a. move any vessel on the hardstand and to facilitate the hauling up, moving or launching of any vessel for the efficient use of the area;
 - b. board any vessel on the hardstand and take whatever steps are considered necessary in the interests of safety or convenience of either that vessel or any other;
 and neither that person nor SYC will be responsible for any loss or damage or injury resulting therefrom.
16. Any equipment used on the hardstand must comply with and be used in accordance with any applicable Worksafe guidelines and standards. This includes, but is not limited to: scaffolding, ladders, bracing, tents and electrical equipment. Only one appliance is to be plugged into an SYC electrical supply socket at any time,
17. All rubbish must be removed from and around the vessel/craft on a daily basis. The Hardstand site and Wash Down Bay must be kept clean and tidy and solids must not be disposed of into the sumps. At the time of launching all trestles, blocks etc. must be cleared from the site.
18. No dry sanding of antifoul paint is permitted. Wet sanding is only permitted on the concrete work areas and bunding must be used. This area must be washed down and left free of paint residue after use. Other dry sanding/grinding is only to be carried out with an appropriate vacuum apparatus.
19. Prior approval is required from the Slip Master for any sandblasting, water blasting or spray painting. If approved, bunding must always be used. No grinding sandblasting, or soda blasting of steel is allowed on Club premises.
20. Noisy work such as (but not limited to) grinding, water blasting, hammering may only be carried out during daylight hours.
21. Cradles used on SYC premises must have been approved for such use by the Slip Master. Each cradle must clearly display the name of the owner or that of the vessel. Cradles must be removed from the hardstand area within 7 days of being requested to do so by the Slip Master or Executive. Any unidentified or unauthorized cradles remaining on SYC premises may be removed and sold by tender to defray expenses.

Schedule of Fees for Haulout and Hardstand effective 1 July 2022

(all specified rates include GST)

| Length (metres) | Members | | Non-Members/Commercial | | Cradle hire |
|--------------------|--|--|--|--|----------------|
| | Haulout, relaunch or movement within yard (Rate per movement) | Daily hardstand storage (First 30 days*) | Haulout, relaunch or movement within yard (Rate per movement) | Daily hardstand storage (First 30 days*) | |
| Up to 9m | \$135 | \$11 | \$203 | \$22 | \$10 |
| 10 m | \$145 | \$11 | \$218 | \$22 | \$10 |
| 11m | \$155 | \$13 | \$233 | \$26 | \$10 |
| 12m | \$165 | \$13 | \$248 | \$26 | \$10 |
| 14m | \$175 | \$17 | \$263 | \$33 | \$10 |
| Over 14m | \$195 | \$22 | \$293 | \$44 | \$10 |

*After 30 days: base rate X 1.5, after 60 days: base rate x 2, after 90 days: base rate x 3

- Multi Hull: 1.5 times above rates
- Waterblaster hire: \$50
- Mast storage: \$5 per day members, \$10 per day non members
- A charge of \$75 per hour will be made for work carried out by the haul out crew that is over and above the work required for a regular haul and cradle siting or is outside normal hours of operation.
- Member rates apply to the boat you have listed in the handbook, or an officially notified replacement, only.
- Full payment of haul and store accounts must be made to the club office prior to boat launch or departure. All fees and charges will be invoiced monthly during your stay, and a final invoice will be sent on launching.
- A Haul & Store Contract is required to be completed in advance of hauling, in which you agree to abide by our terms and conditions.