MARINE VESSEL STOWAGE AND SLIPPING AGREEMENT

EMPIRE MARINA LAKE MACQUARIE JOB # **(Office Use Only)**

CUSTOMER DETAILS

Date of Agreement: _____

Owner Name: _____ (hereinafter called "the Owner")

Address: _____ **Postcode:** _____

Mobile: _____ **E-Mail:** _____

VESSEL DETAILS

Vessel Name: _____

Mooring/Berth Location: _____

Manufacturer: _____ **Model:** _____

LOA: _____ **Beam:** _____ **Draft:** _____

Vessel Type:

Cruiser ☐
Yacht ☐
Houseboat ☐
Runabout ☐

Construction:

Fiberglass ☐
Steel ☐
Aluminium ☐
Timber ☐

Drive Type

Shaft Drive ☐ IPS Drive ☐
Stern Drive ☐ Jet Drive ☐
Sail Drive ☐
Outboard ☐

Fuel Type:

Petrol ☐
Diesel ☐

Lithium Battery Power Supply:

YES ☐
NO ☐

Is the installation in accordance with Australian Standards, relevant regulatory requirements and the manufacturer's specifications (a certificate must be provided on request) : YES ☐ NO ☐

*Vessel Uninsured – SECURITY BOND DETAILS

Security Bond ($5,000.00 or more at discretion of Empire Marina Lake Macquarie Management) – payable prior to entering marina waters & refunded via EFT once vessel has left marina waters and/or site

Security Bond EFT Return Details:

Acc. Name: _____

BSB #: _____

Account #: _____

NOTICE TO ENGAGE BOATYARD TENANTS OR CONTRACTORS

Please indicate if the following Contractors are working on your vessel while at EMLM:

On Point Shipwright Group: _____

Description of work: _____

Nix Marine: _____

Description of work: _____

Other Tenants or Contractors: _____

Description of work: _____

AND EMPIRE MARINA BOBBIN HEAD PTY PTD ABN 33 632 688 991 of 1 Nanda Street, Marmong Point (hereinafter called "Empire") **WHEREAS**:

(a) The Owner has requested Empire to supply slipping and stowage facilities for the marine vessel described in Item 1 of the Schedule hereto (hereinafter called "the Vessel") at 1 Nanda Street, Marmong Point (hereinafter called "the Marina")

(b) Empire has agreed to the Owner's request upon the following terms and conditions: -

1. **Travelift:** It is the responsibility of the owner to confirm with the travelift operator, that the position of the travelift slings will not damage any underwater part or other part of the vessel.
2. **Towing/Driving Vessels:** Empire does not accept any liability for any loss, damage or injury whatsoever caused whilst towing and/or driving of vessels to and from Empire and your vessels Berthing and/or mooring whilst the vessel is in control of Empire Staff, and the owner indemnifies Empire from all claims, actions, loss, damage or injury arising there from.
3. **Securing vessel:** The owner must secure all loose items on board the vessel prior to lifting.

4. **Instruction:** All persons in Marina waters and in the hardstand area, are to follow the directions and instructions of Empire Management and Staff. We take safety and environmental issues very seriously.
5. **Yachts:** All sails must be secured before lifting roller furled sails. Please ensure all stays are re secured after your vessel has been set up on hard stands. No sails are to be unfurled while vessel is on hardstand under any circumstances. No person is to ascend a mast while the vessel is on hardstand.
6. **Tanks:** All tanks must have minimal quantities of fuel and water prior to lifting. Sewage tanks must be pumped dry, flushed with fresh water, and pumped dry before slipping.
7. **Travelift:** Being aboard whilst the Travelift is in motion is **strictly prohibited**. Once the operator of the vessels has been alighted from the vessel they must immediately move outside the yellow barriers during the lifting and transversing of the vessel to the boat yard.
8. **Stands: Under no circumstances is the owner or Contractors permitted to move or adjust any stands after the vessel has been set up. Please see Yard manager if stand movement is required.**
9. **Rubbish:** It is the owner's responsibility to instruct their contractor/s working on the vessel to dispose of all rubbish correctly as explained by the Marina office staff. Please make sure all litter and waste from your vessel are collected and either recycled or disposed of in the correct bins provided. A charge of will apply for the removal of excessive waste material. **No paint, liquid or domestic rubbish is to be placed in the 3 metre bins.**
10. **Chemicals:** The owner's contractor will ensure the correct handling of all chemicals, to prevent spills and the pollution of ground water. Paints, oils, cleaners, and fuel must be kept in a tray (available from Marina office) or similar container to catch any spills. None of these products are to be stored under vessels. The owner will indemnify Empire from any action brought by the Environmental Protection Authority because of the neglect of the owner to comply with this Clause. See Marina management regarding correct disposal.
11. **Bilge Water/Used Oil:** Enquire at the Marina office regarding disposal.
12. **Pit Removal Fee:** Any excessive amounts of growth on a vessel will warrant a pit removal fee being charged. The minimum charge will be **$235.00.** You will be advised at the time of lift if this is necessary.
13. **Work Area:** The owner/CONTRACTOR must leave the site surrounding your vessel clean and tidy. Failure to do so will result in the addition of a clean up fee to your account.
14. **Contractors:** No contractors or individuals will be permitted to undertake any work on a vessel in marina areas without a current BIA Marine Card, providing insurance details, completing a Contractors Package and final approval from the Manager or Duty Officer. All contractors and individuals must comply with the Work Health and Safety Act and the Environmental Protection Act. The owner acknowledges that Empire reserves the right to refuse entry to any outside labour or contractor and fees may apply.
15. **Repairs:** If it is necessary for your contractor to grind, weld or otherwise abrade the hull, a full tarp must be erected around the vessel. They must **MAINTAIN ADEQUATE VENTILATION WHILST WORKING UNDER TARPS! Tarps must be approved by Marina management/staff**. Metal files and paint grindings can create expensive damage to surrounding vessels and you will be held liable. If the owner is using tarpaulins or screens these must not be secured to any vessel stands, cradles or vessel supports. Any tarpaulins or screens being used that are attached to the vessel must be secured in a way so as they will break away in adverse winds conditions and not create a "sail" effect on the vessel. Ensure to remove tarps from vessel when no longer required!

16. **Sanding: All sanding must be done with wet and dry sandpaper, an approved vacuum extraction sander.**
17. **Spray Painting:** Not permitted in the yard by the vessel owner or their representatives.
18. **Welding:** All welding must be shielded and comply with the Australian Standard. Marina Manager must be notified before commencing welding. **A Hot Work Permit must be obtained** from the Marina by the owner or qualified tradesman prior to any work commencing. Adequate fire protection must be provided. A suitable fire extinguisher must be readily available or securely attached to each electric or oxyacetylene or Oxy-LPG welding plant brought on site. Welding operations must be screened to protect all personnel against flashes. All gas cylinders, including propane, must be restrained i.e. in a trolley. Appropriate trade qualifications must be presented by Contractors for Hot Work Permits.
19. **Tools and Equipment**: The Contractor will need to provide their own equipment required to perform the work on your vessel. It is the responsibility of the owner / contractor to ensure that all power leads, power tools or any other electrical equipment is in good order and has been tested and tagged. EMLM will **NOT** lend **tools or equipment as it presents a Workcover issue.**
20. **Electrical Power Supply:** Empire Marina does not accept any liability for interruptions to Shore power supply. All perishables should be removed from the vessel prior to slipping.
21. **Lithium Battery Power Supply Notification:** All vessel owners must notify the Marina if their vessel has a fixed lithium battery system installed. This requirement applies to lithium batteries used for, but not limited to:

- House and/or domestic battery banks;
- Engine starting systems;
- Inverter systems;
- Solar energy storage systems;
- Electric propulsion systems; and
- Any other permanently installed high-capacity battery system.

21(i). **Installation and Compliance**: All lithium battery systems must be installed, operated and maintained in accordance with applicable Australian Standards, relevant regulatory requirements and the manufacturer's specifications. Installation work must be undertaken by a suitably qualified person where required by applicable standards or regulations.

21.(ii). **Compliance Certificate and Documentation**: The vessel owner must provide the Marina with a copy of the applicable compliance certificate, installation certificate, electrical certification or other suitable documentation confirming that the lithium battery system has been appropriately installed and complies with applicable standards and regulatory requirements. Such documentation must be provided upon request by the Marina.

22. **Liability:** Empire is not liable for any damage or loss to or by the vessel howsoever caused when the vessel is on Empire property or in transit to or from Empire property. This includes and is not limited to the vessel interior (including perishables).
23. **Insurance:** The owner undertakes to keep adequate insurance on the vessel, throughout the term of the agreement, and public risk liability, and acknowledges that Empire is not responsible to carry such insurance.
24. **Alcohol:** The consumption of alcohol is not permitted in the boatyard.
25. **Marina Workshop:** There is strictly no admittance to this area.
26. **Children:** No children are permitted into the hardstand area.
27. **Vessel Security:** All care should be taken in storing belongings and materials.

28. No person is permitted to interfere, use, or remove any property or equipment from or around, under or on the vessel in the yard without the permission of Empire.
29. Your Contractor must ensure his equipment does not spread onto adjacent sites.
30. **Vehicle Parking:** The owner and his visitors, client's employees or Contractors are always to park their vehicles outside the yard. You can drop off and pick up equipment and materials to the vessel. Please discuss this with the yard manager.
31. **Slipping Account and Charges:** All accounts must be paid in full prior to re launching. To quote a favourite phrase, **"NO CASH, NO SPLASH"**. The owner agrees to pay all charges due to Empire. All Slipping Account related fees must be paid on a weekly basis, or the account shall be deemed to be in arrears. The owner will be subject to legal proceedings should payment not be made in accordance with this condition **and will be liable for all costs incurred by this debt collection should this course of action occur.**
32. **Booking deposit:** A deposit payment (equal to the lift fee) is payable at the time of booking. A booking cannot be confirmed without payment of deposit. Any bookings cancelled/amended within or equal to 7 business days of lift time will incur a cancellation or rebooking fee (equivalent to 50% of the deposit paid to secure the booking) and a standard rebooking fee applies. Any bookings cancelled/amended within or equal to 72 business hours of lift time will incur a cancellation fee (equivalent to 100% of the deposit paid to secure the booking) and a standard rebooking fee will apply.
33. **Hardstand Days:** The Owner is responsible for paying for each day the vessel is located on the hardstand including weekend days.
34. **Lien:** Empire shall have a lien against the vessel its appurtenances and contents for unpaid sums due to Empire for arrears of fees payable hereunder or for damages caused to any property or person on the Marina or any sums due to Empire whatsoever.
35. **Advertising:** No advertising is to be placed on the vessel whilst it is on Empire property.
36. **Assignment or subletting:** The benefits of this Agreement are for the owner only and may not be assigned or sublet to any person.
37. **Terms of the Agreement:** This Agreement will remain in force from its date until the vessel is no longer on Empire property.
38. The Owner authorises Empire by its servants or agents to remove the vessel to any other hardstand place at the owner's risk in the event of any emergency or if otherwise required. Empire will use its best effort to advise you if this is necessary.
39. **Authority to make this Agreement:** The owner certifies that they are the owner of the vessel, or duly authorised agent, and in making this agreement shall be personally liable for all Agreement conditions.
40. **Responsibility:** The slipping and repair work is only carried out by Empire on the explicit condition that Empire will not accept any liability for any loss, damage or injury whatsoever caused whilst slipping or launching the vessel or whilst the vessel is on the hardstand area and the owner indemnifies Empire from all claims, actions, loss, damage, or injury arising there from. No responsibility or liability will be accepted for the safety of any person entering Empire property or associated waterways complex, whether such person is a visitor, client, employee, or contractor of the owner.
41. The owner will and does hereby indemnify Empire from and against all actions, claims, demands, losses, damages, costs and expenses for which Empire shall or may become liable in respect of or arising from loss, damage or injury from any cause whatsoever to property or persons within or without the premises caused or contributed to by the owner or his servants, agents, employees,

contractors, sub-contractors or invitees or by any act, omission, neglect, breach or default by any such person or persons.

42. **Interpretation**

In this Agreement

a. words importing the singular number include the plural and vice versa and words denoting a gender include all other genders
b. The word person includes a firm, a body corporate, an unincorporated association, and an authority.
c. headings are for convenience only and do not affect the interpretation; and
d. References to any party to this Agreement shall include that party's executors, administrators and permitted assignees.

43. **Notices:** Any notice to be served hereunder shall be duly served if delivered personally to the other party or sent through the post in a prepaid envelope addressed to that party at its address set out in this Agreement or any other address notified by one party to the other in writing as being its address for service of notice and any notice sent through the post shall be deemed to have been duly served at the time when such letter would in the ordinary course or the post be delivered. The owner agrees to notify Empire of change of address and contact details within 14 days.
44. **Whole Agreement:** This Agreement constitutes the whole agreement between Empire and the owner in relation to its subject matter and the owner warrants that it has not relied upon any statement, representation or warranty made by Empire or its servants or agents which is not expressed in this Agreement.
45. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the Courts of New South Wales.
46. **Acknowledgment:** The owner acknowledges he/she has read and understands the terms of this Agreement.
47. **Please Note: MARINA OPERATING HOURS are 8.00am to 5.00pm 7 days. No one can stay on a hardstand vessel after hours. We do not lift on weekends. Please ensure vessel batteries are isolated and fridges emptied of all foodstuffs!**

Signature

Signature of Owner: _____Date: _____

Signature of Witness: _____(if not signed in Marina Office)

Signed for and on behalf of:
Empire Marina Lake Macquarie: _____Date: _____