

FURTHER TERMS AND CONDITIONS OF USE OF TRAVELIFT AND HARD STANDING AREA AT WAIKAWA MARINA

1. In this Agreement unless inconsistent with the context or matter:

"*The Agreement*" means the Travelift Agreement, the Spray Painting Terms and Conditions, these Further Terms and Conditions and the Boat Operations Manual and its Appendices.

"*The Owner*" means the Owner or Owners named on the face hereof, the executors and administrators (or as the case may be successors) and permitted assigns thereof, and persons claiming through the Owner, and where the context so admits or requires shall include servants, or agents thereof.

"*The Marina*" means Port Marlborough New Zealand Limited and its affiliates, successors and assigns and where the context so admits or requires shall include its servants or agents and the Marina premises occupied by PMNZ.

"*The Vessel*" means the vessel (named and described in this Agreement) and any tackle, goods, gear machinery, or other property on board such vessel or attached or belonging thereto.

2. The Owner acknowledges and declares that the vessel and any chattels in or upon or fixed to the vessel when slipped and placed on the hard standing are not placed in the custody of the Marina and that the Marina is not in possession of the same unless and until the Marina exercises any rights to hold the vessel which it may have in respect of any moneys owing by the Owner to the Marina or otherwise.

3. The vessel and its equipment and contents is removed from the water, transported, stored and launched into the water (as the case may be) entirely at the risk of the Owner, and at all times remains at risk of the Owner, and neither the Marina nor any servants, agents or employees of the Marina shall be liable for any damage to or theft or loss of the vessel or any tackle, goods, gear, machinery, or other property thereon whilst on the hard standing or on the travelift unless such damage, theft or loss is caused by the negligence of the Marina, its servants, agents or employees or as a result of a breach by the Marina, its servants, agents or employees of these Terms and Conditions.

4. All debris associated with work carried out on the vessel must be swept up and cleared from the area and placed in receptacles provided at the conclusion of each day's activity. Marina staff may clear and tidy unkempt sites and an additional charge per occasion shall be added.

5. The Marina shall not either directly or vicariously nor shall any of its servants, agents, employees, or invitees be liable for any injury, loss or damage sustained or suffered by the Owner or any person on the hard standing area whether on the vessel or not or on the travelift or the slipway or on the adjacent hard standing or on the marina, or inside or adjoining the buildings comprising the Marina complex, other than injury, loss or damage caused by the negligence or breach of these Terms and Conditions by the Marina, its servants, agents or invitees.

6. The Owner indemnifies the Marina from any loss, injury or damage suffered by the Marina and caused by either of the Owner's (or its agents) negligent use of the Marina's travelift facilities or breach of these Terms and Conditions.

7. If any money be owing by the Owner to the Marina, whether for use of the travelift or for the use of the hard standing area, or the storage of any vessel or otherwise, the Marina shall be entitled to seize the relevant vessel or vessels and shall thereupon have a general lien upon and right of retention of any vessel so seized until all sums due by the Owner to the Marina have been paid in full. Unless prior arrangements are made to the satisfaction of the Marina, until all moneys due to be paid to the Marina have been paid in full by the Owner the Marina shall be under no obligation to return the vessel to the water. If the moneys owing remain unpaid for a period of 14 days after the Marina has given notice to the Owner of holding the vessel, as aforesaid the Marina shall be entitled without further notice, to sell by auction, or otherwise the vessel held and any chattels therein or thereon and the proceeds of such sale shall be applied first towards the expenses of seizure and sale and secondly the payment of moneys due to the Marina and thirdly the payment of the balance (if any) to the Owner in summary manner as if such sum were liquidated damages. The Owner hereby indemnifies the Marina from all claims, suits and demands made by any person, firm or corporation in respect of any vessel or chattels received and sold pursuant to the provisions hereof. The Owner grants the Marina a security interest over the vessel and all chattels and attachments on the vessel in respect of all amounts owing under this Agreement. This security interest is registrable on the Personal Property Securities Register at the Marina's option and the Owner waives its right to receive a verification statement in respect of such registration.

8. Any notice required to be given to the Owner shall be deemed to have been duly given if either left on the vessel or delivered personally or by posting it by registered letter addressed to the Owner at the address in this Agreement or at the Owner's last known place of abode or business in New Zealand.

9. The Marina may deliver up the vessel to any person producing this Agreement or offering such evidence of ownership or authority to receive the vessel as the Marina may deem sufficient.

10. The Marina shall be entitled to charge the Owner a fee of \$100 in the event of the Owner, through any reason, not keeping any appointment for the use of the travelift.

11. The person who signed this Agreement warrants that he/she is the Owner of the vessel or is authorised by the Owner to sign this Agreement and to bind the Owner to the terms and conditions of the Agreement. If the Owner is a company or other limited liability entity, the signatory or signatories to this Agreement personally guarantee payment of all amounts owing under this Agreement by the company or limited liability entity.

12. Additional charges may be incurred, if deemed necessary by the Company, including but not limited to: additional sling usage, environmental charges and excessive growth removal.

13. Non-account holder customers shall pay all charges before the boat is removed from the hardstand.

14. The hardstand stay is charged per day or part thereof. Changes to the booked relaunch time are at the owners or agents risk and expense – if the revised time cannot be met, additional hardstand charges will be incurred.

15. Vessels on the hardstand for a period of more than 30 days will be invoiced at the end of each 30 day period.

16. The vessel owner or agent agrees that travelift sling location stickers may be affixed to the vessel.

17. The vessel owner or agent acknowledges that vinyl wrap can be damaged by lift slings. Refer to clause 3.