



# FITZROY MOTOR BOAT CLUB INCORPORATED

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## FORM 8A

### **SLIPWAY FACILITY INDEMNITY AGREEMENT & CONDITIONS OF USE**

This document is an Agreement between the Fitzroy Motor Boat Club Incorporated (FMBC) of 305 – 375 Quay Street, Rockhampton and the person (“the member”) whose name and address is set out on the reverse. This Agreement refers to the conditions under which a financial member may utilise the Slipway Facility of the Fitzroy Motor Boat Club Incorporated (the Association).

**Financial Members** may utilise the Slipway Facility **for vessels owned by the member**. **Application for Living Aboard** must be completed & signed, prior to slipping & attached to this agreement if staying aboard (the vessel) overnight whilst on the slipway facility,

In utilising the Slipway Facility, the member acknowledges and agrees to the following:

#### **AGREEMENT conditions**

1. In providing the Slipway Facility the Association makes no representation or warrants that the Slipway Facility is capable of performing a particular task or is suitable for a particular purpose or vessel.
2. Where the member intends to use the Slipway Facility of the Association, the member before use, will inspect the Slipway Facility to ensure that it is safe and suitable for the member’s vessel. Including making such investigations and carrying out such tests to ensure the Slipway Facility is appropriate for the member’s vessel.
3. The member acknowledges and accepts that the Association is not responsible for any loss or damage to the vessel and/or property of any person or the member arising out of the use of the Slipway Facility.
4. The risk associated with the use of the slipway remains solely upon the member.
5. When using the Slipway Facility, the member will ensure the safety of others by taking such precautions, as required to maintain a safe environment. This includes, but is not limited to, supervising other persons or members.

#### **RESPONSIBILITIES:**

The Member or their agent whilst using the Slipway Facility is responsible for:

1. Ensuring no shower, toilet or sink on the vessel is used whilst on Slipway Facility.
2. **Insurance** for the member’s vessel, contractors and or persons working on the vessel and all activities relating to the vessel while on the slip.
3. Ensuring compliance with the conditions of the Association **Environmental Management Plan (EMP)**.
4. Ensuring compliance with the basic precautions in the **Minor Storage of Flammable and Combustible Liquids** (Dangerous Goods Safety Management Act & Regulation 2001).
5. Ensuring **Material Safety Data Sheets (MSDS)** are supplied and available for all chemical products used.
6. Ensuring at all times and particularly when cleaning the hull below the waterline, that the vinyl covered filters (sand sausages) are placed across **the slip** apron to **prevent solids from entering the environmental pit** and ensuring the **environmental pit is in operation**.
7. Ensuring that the slip curtains are drawn across and tied down during all activities.
8. Ensuring **the slip area and the trolley are clean**, rubbish is placed in industrial bin and slip area bins are emptied and that all biological matter from hull is correctly disposed of.
9. Ensuring that no **grease, oil, fuel or chemicals** are allowed to enter the environmental pit.

To comply with the conditions of the Associations' Environmental Licence, as required by the Rockhampton Regional Council the following Maintenance Schedule and Product Usage List must be completed prior to haul out.

**FULL ACCURATE DETAILS OF PLANNED WORK MUST BE PROVIDED.**

**Please read carefully and complete all sections in full.**

<b>Maintenance Schedule</b>			
(please circle appropriate response below)			
Living on board	YES / NO	Other power tools	YES / NO
Use of water blaster	YES / NO	Welding	YES / NO
Grinding and or sanding (with air / power tool)	YES / NO	Electric Saw	YES / NO
Use of air compressor	YES / NO	Fibre glassing / epoxy work	YES / NO
Use of needle gun	YES / NO	Drying with heat lamps	YES / NO
Use of chipping hammer	YES / NO	Spray painting ( <i>note: <b>NO</b> 2 pack systems permitted to be sprayed</i> )	YES / NO
Other, please specify:			
<b>Product Usage</b> - list all chemical/paint products etc to be used:			

I \_\_\_\_\_ **BEING THE OWNER OF** \_\_\_\_\_  
(PRINT NAME in FULL)  (VESSEL NAME)

am aware of and will comply with the requirements of this Agreement, the Association's Environmental Management Plan, the Association's Rules and By-laws and any lawful directions from representatives of the Rockhampton Regional Council, any relevant Government Department, any Member of the Association's Management Committee or the Association's agents or representatives. I hereby accept full responsibility for any breach of the aforementioned Environmental Management Plan, Rules or By-laws.

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(SIGNATURE)  (DATE)

**NOTE:** A copy of the Association's Environmental Management Plan and By-laws may be inspected on the Association's noticeboard or purchased for \$10.00 each.