



2018

Rathbun Marina Gin Pole Use Agreement

General Rules

1. Operation of either gin pole by any customer is prohibited. The gin pole will be operated by marina personnel or by Playtime Storage.
2. Boat owner is responsible for providing all necessary manpower to safely assist in the stepping procedure and for handling of the mast. At the sole discretion of the marina gin pole operator, if the manpower available is not sufficient to safely handle the mast, a marina assistant will be provided and billed at \$50 per hour or the stepping procedure will be rescheduled.
3. Gin pole access and service will be provided during regular marina hours with advance scheduling of at least 48 hours required.
4. Marina has sole discretion in determination of postponement or delay for weather and wind conditions effect on the safety of any scheduled use.
5. Boat owner is responsible for boat preparation prior to mast stepping. Extra time required at the gin pole for preparation or from delays due to lack of maintenance will be billed at \$50 per hour.
6. Marina provided strap shall be used for all sling connections to the mast from the gin pole.
7. Boson chair lifting of customers for mast work at either gin pole is prohibited. Boson chair mast access service by marina personnel will be provided upon request.

Gin Pole Capacity

1. The water based gin pole rated lift capacity is
2. The land based gin pole rated lift capacity is
3. Owner certifies that the mast to be lifted is not in excess of the rated capacity of the gin pole.

Gin Pole Safety Rules for Owner and Assistants

1. Owner shall advise operator of any specific requirements of boat related to mast stepping
2. Alcohol consumption or open containers are prohibited during mast stepping procedures
3. Playing of vessel sound systems at any sound level during mast system is prohibited.
4. Owner and/or assistants should at all times maintain positional awareness of the mast and lifting tackle and pay attention to communications with the winch operator.
5. Life jackets must be worn during waterside gin use for anyone on the vessel and the gin pole platform.
6. Only marina personnel, owner, and those designated by owner for assistance are allowed on the boat or gin pole platforms during mast stepping.

Gin Pole Safety Rules for Marina Operator

1. Take up slack carefully - ensure load is balanced and load holding action is secure before continuing.
2. Shut down a hoist that malfunctions or performs unusually and report such malfunction.
3. Ensure hoist limit switches function properly.
4. Warn personnel of an approaching load.
5. Check brake function by tensioning the hoist prior to each lift operation.
6. Use hook latches. Latches are to retain slings, chains, etc. under slack conditions only.
7. Ensure the hook latches are closed and not supporting any parts of the load.
8. Ensure the load is free to move and will clear all obstructions.
9. Avoid swinging the load or hook.
10. Ensure hook travel is in the same direction as shown on the controls.
11. Inspect the hoist regularly, replace damaged or worn parts, and keep appropriate records of maintenance.
12. Use the hoist manufacturer's recommended parts when repairing the unit.
13. Lubricate load wire rope or chain per hoist manufacturer's recommendations.
14. Maintain a firm footing or be otherwise secured when operating the hoist.
15. Leave the hoist arm in the up position with slight tension on both winch cables.
16. DO NOT operate a damaged, malfunctioning or unusually performing hoist.
17. DO NOT operate the hoist until you have thoroughly read and understood the manufacturer's Operating and Maintenance Instructions or Manuals.
18. DO NOT lift more than rated load for the hoist.
19. DO NOT use hoist with twisted, kinked, damaged, or worn load chain or wire rope.
20. DO NOT use the hoist to lift, support, or transport people.
21. DO NOT lift loads over people.
22. DO NOT operate a hoist unless all persons are and remain clear of the supported load.
23. DO NOT operate unless load is centered under hoist.
24. DO NOT attempt to lengthen the load wire rope or chain or repair damaged load wire rope or chain.
25. DO NOT operate hoist when it is restricted from forming a straight line from hook to hook in the direction of loading.

All yellow highlighted will be deleted from this contract form but will be used for operator training record

Insurance and Releases:

Owner agrees to have BOAT covered by full insurance (being hull coverage in the full amount of the value of the BOAT and insuring against all risks, as well as indemnity and liability coverage) naming the Marina as an additional insured and requiring the Insurance Carrier to give the Marina 30 days advance notice of the cancellation of the policy. This agreement will not be effective until proof of such insurance has been provided to the Marina.

It is expressly agreed by Owner that the Marina is not in any way an insurer of the Owner, Owner's property or invitees or employees. The Marina will not be liable for personal injury, loss of life, property damage to the BOAT, including motors, hull, deck, accessories, attachments or property contained inside or on the Boat, due to customary slinging and lifting for removal or setting or lifting of masts of a Boat, **or by the negligence of the Marina, its employees or agents.** Owner agrees to release, discharge, and hold harmless the Marina from any and all responsibility and liability for death, loss or damage to property or person in connection to service included in this agreement, **excluding those caused by the gross negligence of the Marina, its employees or agents.** The parties agree to evaluate the conduct of the Marina in comparison to that which is commercially reasonable in the national marina industry. Customer expressly waives any subrogation rights against the Marina for any cause, including claims for loss caused by other Boats or Owners and any associated lack of or deficiencies of the insurance coverage by other Owners and Boats.

It is understood by owner that the price for services included in this contract are based on the strict enforcement of the herein limitations of liability and responsibility of the Marina for damages to person and property of Owner and Boat, and that without enforcement of such limitations the providing of these services is not financially feasible and therefore cannot be provided by the Marina.

I hereby acknowledge by my signature that I have reviewed, understand, and agree to all terms and conditions herein.

_____ Owner or Owner Representative _____ Date

_____ Printed Name