

# AGREEMENT FOR HIRE



## **GASED PERFORMANCE VESSELS**

Hereby agrees to hire the Jet Ski, trailer and equipment detailed in this agreement to the Hirer at the rate and on the terms and conditions contained in this agreement:

### **"Hirer"**

Name of Hirer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone no: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email address: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Car registration no. \_\_\_\_\_ Drivers licence no. \_\_\_\_\_

### **Hired Equipment**

Name of Jet Ski hired ("**Jet Ski**")

*(NB. Jet Ski includes standard equipment – as detailed on <http://www.gasedjetskihire.co.nz>)*

Trailer registration no: \_\_\_\_\_

### **Period of hire**

From \_\_\_\_\_ To \_\_\_\_\_

Area(s) Jet Ski may be operated in: \_\_\_\_\_

Maximum number of people permitted on board \_\_\_\_\_ Maximum weight \_\_\_\_\_

*(Clause 20)*

Frequency Hirer must report to Gased Performance Vessels regarding location of Jet Ski (if hire duration more than three (2) days) :

\_\_\_\_\_  
\_\_\_\_\_

## Hirers Competencies

Handling Certificates Sighted \_\_\_\_\_

Jet Ski Experience \_\_\_\_\_

Gased Performance Vessels has assessed the hirers' competencies as above and is satisfied they are competent to operate the Hired Vessel \_\_\_\_\_.

Signed: \_\_\_\_\_

## HIRE SUM

*(Total hire amount payable – clause 5)*

Bond payable \$1,000.00  
*(Clause 7)*

Daily rate of hire for Jet Ski @\$ \_\_\_\_\_ per day x \_\_\_\_\_ day \$ \_\_\_\_\_

\*\* Cost of late return of Jet Ski:

\$ \_\_\_\_\_ per hour / \$ \_\_\_\_\_ per day

### Extras available:

Launch and retrieve \$50.00 (dependent on location) \$ \_\_\_\_\_

Fishing Kit \$40.00 per Ski \$ \_\_\_\_\_

Rods and reels \$15.00 each set \$ \_\_\_\_\_

Snorkelling gear \$15.00 each set \$ \_\_\_\_\_

Wake board \$40.00 each \$ \_\_\_\_\_

Water skis \$40.00 each set \$ \_\_\_\_\_

Sea biscuit and pump \$30.00 each \$ \_\_\_\_\_

Bait On request \$ \_\_\_\_\_

Soft bait sets and rods on request \$ \_\_\_\_\_

**Total extras:** \$ \_\_\_\_\_

**TOTAL HIRE SUM DUE** \$ \_\_\_\_\_

Less deposit paid \$ \_\_\_\_\_

## Safety Item Check List and Induction

- x Life Jackets and Explanation of Use
- Correct and Safe Handling and Navigation of Vessel explained
- Correct and Safe operation of all Machinery, Gas, Fuel, Electrical systems and Bilge pumping explained
- Use of Communication to Land explained
- Location and Use of emergency equipment explained
- Explanation of correct procedures in case of a) Man Over board, b) Collision, c) Abandon Ski, d) Fire.

## Communication during Hire Period

The Hirer is to contact Gased Performance Vessels before departure to notify what time they are to depart, their destination and how many people on board vessel. If during the voyage it is necessary to deviate from the planned route the Hirer is obligated to contact Gased Performance Vessels with new planned route and destination. The Hirer is to contact Gased Performance Vessels when vessel has returned to shore, or if Launch and Retrieve service has been requested Hirer is to contact Gased Performance Vessels one hour before planned arrival to shore.

Should the hirer experience any mechanical failure or situation of non-imminent grave danger Gased Performance Vessels is to be contacted at the soonest possible convenience.

## Contacts for Gased Performance Vessels

- Glenn Gibbons            021 267 8671

I confirm that I have read and fully understood the Terms and Conditions of Hire including acknowledgment of the above Safety Induction. I hereby agree to hire the Jet Ski, the Trailer and the equipment specified in this agreement, for the period specified, at the rate specified and on the terms and conditions contained in this agreement from Gased Performance Vessels.

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Signature of Hirer

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Confirmation of Hire and agreement – for and on behalf of Gased Performance Vessels

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Date

## **TERMS AND CONDITIONS OF HIRE**

### **Description**

1. The Hirer agrees to hire from Gased Performance Vessels the Jet Ski ("**Jet Ski**") and the trailer ("**Trailer**") and the equipment located aboard the Jet Ski, together with any additional equipment as detailed in this agreement.

### **Duration of Hire**

2. The term of the Hire shall be for the period as described in this agreement. Late return of the Jet Ski will be charged for on a day's hire basis or part thereof.

### **Operation of the Jet Ski**

3. The Jet Ski may only be operated by persons over the age of 20 years.
4. In signing this Hire Agreement the Hirer (being the skipper of the Jet Ski) acknowledges that the Hirer fully understands the approved Safe Ship Management operating area of the Jet Ski, and that the Jet Ski is not permitted to go outside the designated areas.

### **Payments by Hirer**

5. The Hirer shall pay the Hire Sum to Gased Performance Vessels prior to the commencement of the Hire of the Jet Ski for the period specified in clause 2 above of this agreement.
6. The Hirer shall pay for all petrol and oil used in the Jet Ski during the period of the hire. In the event that the Jet Ski is returned with the petrol tank less than full or requiring oil, Gased Performance Vessels reserves the right to charge the Hirer for the cost of refuelling and refilling the petrol tank and refilling the oil following completion of the Hire.

### **Bond due**

7. The Hirer shall pay to Gased Performance Vessels on commencement of the Hire a bond of \$1000.00, which will be fully refunded by Gased Performance Vessels to the Hirer when the Jet Ski is returned, provided there is no loss or damage to the Jet Ski, the motor, the Trailer or any associated equipment located on the Jet Ski. The cost of repairing any damage or loss, up to the value of \$1000.00, will be deducted from the bond.

### **Hirer's Obligations**

8. The Hirer may operate the Jet Ski within inshore limits as defined by Gased Performance Vessels, being five (5) miles from the place of launching and two (2) nautical miles from shore.
9. The areas of operation approved by Gased Performance Vessels are Northland, Hokianga, Auckland, Great Barrier, Coromandel, Bay of Plenty and the inland lakes of the North Island.
10. The Hirer shall notify Gased Performance Vessels at the commencement of the Hire as to the general area the Jet Ski will be operated during the period of hire. If the period of hire is greater than three days, the Hirer shall also report in to Gased Performance Vessels at regular intervals as agreed between the parties.
11. Throughout the duration of the Hire, the Hirer shall ensure that:
  - (a) There is sufficient engine oil in the on-board reservoir for the duration of each day's operations; and
  - (b) The tyres on the Trailer are maintained at their proper pressure.
  - (c) The Jet Ski trailer must be securely padlocked to the hirer's vehicle at all times.

12. The Hirer shall ensure that all reasonable care is taken in handling the Jet Ski and the Trailer; that all safety procedures and precautions are followed at all times; and that the Jet Ski and the Trailer are left secure when not in use.
13. The hirer shall ensure the Jet Ski is operated at all times in accordance with the Maritime Transport Act 1994 and/or any Maritime Rules and/or Regulations in force from time to time including any amendments to this Act, these Rules or Regulations (“Maritime Law”). The hirer is entirely responsible for making them self aware of the relevant Maritime Law as it applies to the area in which the Jet Ski is being operated.
14. The Hirer shall ensure that the Trailer is only towed by the Hirer and not by any other person. The Hirer warrants that he or she has a current New Zealand driver’s licence. The Hirer shall also ensure that the Trailer is towed by a vehicle with a current registration and warrant of fitness.
15. The Hirer shall at all times during the period of Hire comply with those Ministry of Fisheries (“MOF”) rules and regulations which may be in force from time to time. The Hirer hereby indemnifies Gased Performance Vessels in respect of any loss or damage suffered, including consequential loss or damage as a result of breach of Ministry of Fisheries rules and regulations.
16. The Hirer shall not leave the Jet Ski unattended at anchor for any period of time.
17. The Hirer agrees that all safety equipment on board the Jet Ski shall be activated only in an emergency. In signing this Hire Agreement, the Hirer hereby indemnifies Gased Performance Vessels for any loss or damage suffered due to malicious or reckless use of the safety equipment.
18. The hirer shall ensure that no more than 3 people are on the Jet Ski at any time whether the Jet Ski is being operated or not.
19. The Hirer shall at all times operate the Jet Ski in accordance with the instructions and procedures stipulated in the Hire Agreement.
20. The Hirer shall maintain a careful watch on weather conditions throughout the duration of the Hire. If weather conditions deteriorate the Jet Ski shall be taken by the Hirer to a place of safety before such time as the seaworthiness of the Jet Ski is affected or compromised, and which ensures that the Jet Ski remains safe and seaworthy at all times.

#### **Use of the Jet Ski**

21. The Hirer shall not use or permit the Jet Ski to be used for the carriage of passengers for hire or reward.
22. The Hirer shall not:
  - (a) sublet or hire the Jet Ski to any other person;
  - (b) permit the Jet Ski to be operated outside his or her authority;
  - (c) operate the Jet Ski, or permit it to be operated with excess breath or blood alcohol or under the influence of alcohol or drugs;
  - (d) operate the Jet Ski or permit it to be operated in any race, speed test or contest;
  - (e) operate the Jet Ski or permit it to be operated in breach of any Act, regulation, or bylaw relating to marine transport;
  - (f) operate the Jet Ski or permit it to be operated for the transport of more than the number of people or more than the weight of goods specified by Gased Performance Vessels in this agreement;

- (g) Operate the Jet Ski during the hours of darkness except with the prior written approval of Gased Performance Vessels.
- (h) Before departure Skipper to ensure they will not become fatigued in the voyage to be undertaken.

Accordingly in addition the hirer - "shall not":

- (a) Leave the Jet Ski unattended at any time when the Jet Ski is not properly secured to the trailer;
- (b) Leave the Jet Ski on the beach, shoreline or otherwise unsecured from the trailer between any and all times of use and/or operation;
- (c) Operate the Jet Ski in less than 1 metre of water;
- (d) Jump waves or tow surfers into waves;
- (e) Operate the Jet Ski after consuming alcohol, illegal drugs or any medication that may impair their judgment;
- (f) Allow any person to be a passenger on the Jet Ski after that person has consumed alcohol, illegal drugs or any medications that may impair the judgment of the passenger.

### **Insurance**

- 23. Subject to the exclusions set out at clause 24 below, Gased Performance Vessels agrees in good faith that the hirer shall have the benefit of Gased Performance Vessels's insurance cover (to the extent of \$2 million) regarding any liability the hirer may have for damage to property belonging to any other person arising out of the use of the Jet Ski.
- 24. The Hirer acknowledges that he or she shall be liable in respect of the first \$1000.00 for the cost of any damage or loss referred to in the insurance cover specified in clause 23. If the insurance company denies the claim, the Hirer further acknowledges that he or she is liable to pay the full costs of any damage or loss.
- 25. The Hirer accepts that the Jet Ski is hired to the Hirer at the Hirer's own risk in respect of loss of or damage to the Jet Ski and consequential loss by Gased Performance Vessels. In hiring the Jet Ski the Hirer accepts that he or she may be liable to Gased Performance Vessels for any loss or damage to the Jet Ski and consequential loss.

### **Exclusions**

- 26. Gased Performance Vessels's insurance cover is subject to the following exclusions. Accordingly, the hirer shall not have the benefit of Gased Performance Vessels's insurance cover where any loss, damage, claim or proceeding has arisen when:
  - (a) The operator of the Jet Ski is under the influence of alcohol or any drug that affects his or her ability to operate the Jet Ski.
  - (b) The Jet Ski is in an unsafe or unseaworthy condition where that condition arose during the course of the Hire, and which has caused or contributed to the damage or loss, and the Hirer was aware or ought to have been aware of the unsafe or unseaworthy condition of the Jet Ski.
  - (c) The Jet Ski is operated in any race, speed test, or contest.
  - (d) The Jet Ski is deliberately, wilfully or recklessly damaged by the Hirer or any other person who is either associated with the Hirer or who is operating the Jet Ski under the authority of the Hirer.
  - (e) The Jet Ski is lost as a result of the deliberate, wilful or reckless behaviour of the Hirer or any other person who is either associated with the Hirer or who is operating the Jet Ski under the authority of the Hirer.
  - (f) The Jet Ski is operated outside the authorised area described in clauses 8 and 9 above.
  - (g) The Jet Ski is operated outside the term of the Hire or any agreed extension of that term.

- (h) The Hirer breaches any applicable Act, Regulation, Rule, Order or Notice to Mariners or any other requirement issued or notified by the Maritime Safety Authority of New Zealand.
- (i) Any loss or damage is caused to the Jet Ski, trailer or hired equipment as a result of any action and/or omission by the hirer which is not covered by Gased Performance Vessels's insurance cover or where any claim is denied or rejected by Gased Performance Vessels's insurer as a result of the actions or omissions of the hirer;
- (j) Damage or any loss whatsoever is caused to the Jet Ski as a result of the Jet Ski being left on the beach and/or shoreline or otherwise unattended when not properly secured to the trailer.

### **Obligations of Gased Performance Vessels**

- 27. Gased Performance Vessels shall supply the Jet Ski to the Hirer in a safe and seaworthy condition.
- 28. Gased Performance Vessels shall supply the Trailer in a roadworthy condition with a current warrant of fitness and registration.
- 29. Gased Performance Vessels shall be responsible for all ordinary and extraordinary costs of running the Jet Ski during the term of the Hire except to the extent that by the terms and conditions of this agreement those costs are payable by the Hirer.

### **Mechanical Repairs and Accidents**

- 30. If the Jet Ski is damaged or requires repair or salvage, whether because of an accident or breakdown, the Hirer shall advise Gased Performance Vessels of the full circumstances by radio, telephone or by other telecommunication as soon as practicable.
- 31. The Hirer shall not arrange or undertake any repairs or salvage without the authority of Gased Performance Vessels except to the extent that the repairs or salvage are necessary to prevent further damage to the Jet Ski or to other property.
- 32. The Hirer shall ensure that no person, except as may be required in an emergency, shall interfere with any part of the engine or electrical system of the Jet Ski.

### **Return of the Jet Ski**

- 33. The Hirer shall, at or before the expiry of the term of the Hire, deliver the Jet Ski back to the place of hire or obtain the consent of Gased Performance Vessels to the continuation of the Hire.
- 34. Gased Performance Vessels shall have the right to terminate the Hire and take immediate possession of the Jet Ski if the Hirer fails to comply with any of the terms of this agreement, or if the Jet Ski is damaged in any way whatsoever. The termination of the Hire under the authority of this clause 32 shall be without prejudice to the other rights of Gased Performance Vessels and the rights of the Hirer pursuant to this agreement, at law, or otherwise.

### **Gased Performance Vessels Right to Cancel**

- 35. If, at any time during the Hire, the weather or sea/lake/water conditions deteriorate and it is deemed by Gased Performance Vessels that the Jet Ski, the Hirer or any third parties are endangered, or that the actions of the Hirer are illegal and/or endangering the Bareboat and/or its occupants, Gased Performance Vessels reserves the right to recall the Jet Ski to a safe location or to immediately terminate the Hire. In the event of weather deterioration and subsequent cancellation, a refund will be given to the Hirer in proportion to the total time of the Hire.

36. The hirer agrees to be liable for the actions and/or omissions of all other persons using, utilising, manoeuvring and/or operating the Jet Ski, whether the Jet Ski is on its trailer or not, as if those other persons were the hirer. The hirer agrees to be liable in this regard whether the actions and/or omissions concerned happen with the authority of the hirer or not.

**Indemnity by hirer to Gased Performance Vessels**

The hirer agrees to indemnify Gased Performance Vessels against any and all costs, damages or loss (including actual solicitor costs incurred by Gased Performance Vessels on an indemnity basis) arising from:

- (a) Any collision between the Jet Ski and any other boat, sea vessel, craft, vehicle, object, land, obstacle and/or person that is not covered under the insurance held by Gased Performance Vessels for the Jet Ski, or where any claim regarding that collision is denied or rejected by Gased Performance Vessels's insurer as a result of the actions or omissions of the hirer;
- (b) Any and all legal costs incurred by Gased Performance Vessels in enforcing this agreement, investigating, responding to and/or defending any complaint, claim or proceeding that arises directly or indirectly through the hire of the Jet Ski by the hirer;
- (c) Any damages claim whatsoever including any claim involving personal injury and/or other injury caused to any person that arises directly or indirectly through the hire of the Jet Ski by the hirer;
- (d) Any mis-use and/or reckless use of the Jet Ski by any person other than the hirer;
- (e) Any use, operation, utilisation of or manoeuvring of the Jet Ski by any person other than the hirer, if that use, use, operation, utilisation of or manoeuvring would have amounted to a breach of a term of this agreement if it were the action and/or omission of the hirer.

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Signature of Hirer

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Confirmation of Hire and agreement – for and on behalf of Gased Performance Vessels

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Date