

CYCLONE HAUL-OUT AUTHORIZATION

Cyclone Season – November 1 through April 30 is officially designated as cyclone season.

<u>Cyclone Warning</u> –Cyclone is expected to strike within 24 hours with sustained winds of 119 km/h or more accompanied by heavy rain and high waves.

<u>Cyclone</u> – A tropical cyclone that rotates counterclockwise with sustained winds of 119 km/h or greater. <u>Tropical Storm Warning</u> –Tropical storm is expected to strike within 24 hours with sustained winds of 63 to 117 km/h.

Tropical Storm – Distinct circulation with sustained wind speeds of 63 to 117 km/h.

Every summer, we must remind everyone of the importance of checking your boat and its lines ESPECIALLY when foul weather is forecasted. Our docks take a very hard hit when foul weather strikes, particularly from the North. It is NOT enough to look out the window at home — conditions can appear deceiving and often are misjudged in their severity. It is your responsibility to come down, check on and secure your vessel as soon as possible. IN ALL CASES: If we must do anything to a vessel in the interest of safety and in our best judgment, we will charge the boat owner accordingly. In the past, some customers have expressed doubt that some of this is necessary. PLEASE REMEMBER: Our work and time is valuable and is done for your protection — we have several boats and our property to look after during a storm — our time and manpower has limits. If we add lines or anything else it is not done so we can just charge you something, it is done for the protection of your property and others.

TIPS TO KNOW:

These are guidelines and answers to some questions we have had over the years. Please ask if you do not understand or have a question on the following. Port Denarau Marina (PDM) staff does all possible to be fair with our customers and accommodate their needs above and beyond expectations. We also need you to understand our limitations under extraordinary circumstances. We will not charge you for things *unless* we have done the work and precautions necessary on your vessel's behalf, and/or if we must intervene for safety if you have not adequately prepared your vessel from damaging others or marina property.

- What is the Cyclone Haul-Out List for? We do all possible to effectively prepare our yard, docks, equipment, etc. for storm activity and safety. In addition, we will do our best to haul as many boats as possible in the time frame available prior to a cyclone. That process involves our customers committing (via the Cyclone Haul-Out List) to assist the haul-out process by bringing their boat around to be hauled or making arrangements for someone else to do so. Logistically, we cannot haul many boats if we must go out to each boat, release the lines and fenders, tow or bring the boat around, and then haul out and block each one. The Cyclone List tells us that you are ready or will have your boat ready for us to haul out quickly and in an orderly fashion. Boats will be hauled in order of first-come first-serve, tides and conditions permitting.
- Do note that the marina doesn't accommodate sailing vessels during a cyclone haulout as we do
 not have cyclone pits available in the marina.



- Does the Haul-Out List guarantee a haul? NO!!! If you are not present, we will NOT automatically haul or move a boat unless all other boats that are ready for haul have been done. We commit to hauling out our current berth and mooring customers first. All others that sign up on the Cyclone List will be accepted on a first-come first-serve basis after our current customers on the list have been hauled.
- What does a **Cyclone Haul-out** Cost? We charge normal rates as published for HAUL, BLOCK, and LAUNCH if done during weekdays. Overtime charges apply outside of operating hours. Weekend work is always billed as overtime. All cyclone hauls must be paid in full prior to boat re-launch.
- Can the Marina decide for me? Do Not leave it up to us! We have had a few people state we should "haul the boat if we have a chance", or "if we think we should do it", or "I didn't know what the weather was there", etc. We will not make that decision for you. Unfortunately, either the cost of the haul or the question of whether it was necessary leads to complications. You must tell us you want the boat hauled, and you must understand if it is outside our normal working hours, it will incur additional charges regardless of storage intentions, plans, or contractual obligations. We encourage you to make your plans accordingly when foul weather is observed or expected.
- Is there a charge if I'm planning on staying out for Yard Storage? YES. A Cyclone Haul-Out is considered to be an emergency haul and will be charged accordingly for haul, block, and relaunch. When we haul for a Cyclone, we DO NOT wash the boat bottom. Boats hauled must be re-launched after the storm for washing. Put simply, in such a situation we do not have time to plan dates for re-launching in the future, washing, or anything other than hauling and getting to the next waiting boat. In the event a boat is ready to remain on land for storage upon cyclone haul, the charges may still apply. The charge and reason for hauling is still considered to be an emergency. We do not haul for anything outside of working hours other than emergencies we must pay overtime and more for employees to come into work outside of a normal schedule.
- Will Insurance Cover this Haul? That depends on your insurance, coverage, and the "official" status
 of a known storm/cyclone. In some cases, your insurance will cover if notified of cyclone
 preparations first. Please contact your insurance company directly we will not bill an insurance
 company for charges related to this. We hold the customer to be responsible for any and all
 charges related to such work.
- What if I can't be there? Notify us of a caretaker who will be responsible for the vessel in your absence. Let us know of your situation, with emergency contact details of the caretaker, preferably with more than one contact number. Owners that have left boats at a dock during a cyclone are responsible for providing proper chafing gear, lines and fenders and securing their vessels. Owners will be held responsible and liable for any damage done to the docks by their boats. If our yard management determines (during a cyclone or severe inclement weather) that a boat is insufficiently secured, we may (if time and circumstances allow) put additional lines, etc. on the boat in order to minimize damage being done to the boat or any other property. Boat owner will also be responsible for the charge for those items. The Marina will not be held responsible or liable for any boat that floats off its blocks due to storm surge, high winds, unsecured lines, absent chafing gear, etc.



*Risk of Loss: Owner recognizes that storage of Vessel, equipment and/or any other items is at Owner's sole risk. For Vessel's protection and Owner's peace of mind, Marina strongly recommends Owner remove all valuable items from Vessel before leaving. It is expressly agreed that Marina will not be responsible for any loss, theft, destruction and/or other damage of any items, nor for any loss, theft, destruction and/or other damage to Owner's Vessel or any other appurtenant to the Vessel including dinghies or other equipment in connection with any service provided by Marina. Owner does hereby indemnify and agree to hold harmless Marina, its agents, servants, employees and representatives, from and against any loss, cost or damage resulting to Owner's Vessel and/or property, and/or other persons property. In no event shall Marina be liable to Owner, Owner's employees, agents, servants, guests, invitees, and licensees as a result of Marina's inability to act due to circumstances beyond the control of Marina, inc. without limitation, any emergency, terrorist or other situation, or any act of God.

Port Denarau Marina's emergency procedures require all available Vessel Owners to come down to the Reservations Office, complete all documentation and arrange for their Vessel to be brought about to our travel lift area for hauling to facilitate the process in a timely manner.

The Marina DOES NOT guarantee to get your boat out. Marina may, at its sole discretion, use reasonable efforts to do so based upon, among other factors, the severity of weather conditions, advance preparation by all parties, and notice provided to Marina.

THE CUSTOMER AGREES TO PAY RELATED CHARGES FOR CYCLONE HAUL, ALL CHARGES

MUST BE RECONCILED PRIOR TO RE-LAUNCH.

PRINTED CUSTOMER NAME		
CUSTOMER SIGNATURE		
EMERGENCY #		
VESSEL NAME:	 	

Please sign and return this form if you wish to be added to our cyclone list. We encourage you to make a copy for your records. Your signature and return of this form indicate you have read and accept all the terms and conditions outlined.