



PINEHARBOURMARINA

WET BERTH RENTAL AGREEMENT - SCHEDULE 1

CUSTOMER DETAILS

Name First name _____ Last name _____
Company name _____
Agent _____
Address Street _____ Suburb _____
City _____ Post Code _____
Postal address _____
Phone # Home _____ Work _____ Mobile _____
Email _____

VESSEL DETAILS

Vessel name _____
Vessel type Yacht ☐ Launch ☐ Charter ☐ Multi-hull ☐
Vessel model _____
Length overall _____ m
LOA = LENGTH OVERALL (includes all appendages fore & aft)
Beam _____ m Draft _____ m
Hull Colour _____
Hull material _____
Do you have holding tanks?
Grey water ☐ Black water ☐ Black water treatment ☐

INSURANCE DETAILS

Insurer _____
Policy No. _____
Issue date _____
Expiry date _____

You will be required to present an insurance certificate prior to acceptance.

ELECTRICAL CERTIFICATE

Do you wish to connect to shore power? Yes ☐ No ☐
Warrant No. _____
Issue date _____
Expiry date _____

You will be required to provide a copy of EWof prior to connection.

LIVE ABOARD / COMMERCIAL OPERATOR

Do you wish to stay aboard your vessel
Do you wish to undertake commercial operations

RENTAL PERIOD

Berth rental fixed period from _____ to _____
OR start date end date
Monthly periodic rental beginning _____
start date

I acknowledge receipt of a copy of the marina rules and terms of berth occupation and agree to be bound by such terms and rules. The information collected will be held for the use of Pine Harbour Marina Limited, Pine Harbour Marina Management Limited and Pine Harbour Marine Services Limited.

Signed on behalf of **Renter** _____ Date _____

Signed on behalf of **Pine Harbour Marina Management Ltd** _____ Date _____

TO BE COMPLETED BY PINE HARBOUR MARINA

Size allocated _____ Berth allocated _____
Access card numbers _____

PAYMENT

Total due on signing _____ Daily rate _____
Monthly rate _____

1. COMMENCEMENT

This Agreement commences upon the Commencement date stated in the schedule and thereafter remains in effect until terminated by either party giving one month's written notice to the other.

2. RENT

The Renter agrees to pay the rental of the Berth to the Company on behalf of the Licensee monthly in advance by direct debit on the first business day of each month and upon demand, at the rate set out in the schedule or as may be amended from time to time. The Renter shall make all payments to the Company without deduction or set-off. No statement will be issued to the Renter unless a payment is dishonored. The Company may alter the rental rate by the giving of one month's written notice to the Renter of the revised rental rate.

3. TERM

Any term less than one month may be extended at the sole discretion of the Company and Licensee.

4. LATE PAYMENT FEE

A late payment fee of \$15 + GST per month will be applied to any invoices or accounts not paid by the due date. This late fee may be amended from time to time.

The Company reserves the right to charge an interest rate of 14% per annum on any accounts that are overdue.

5. RESTRICTION ON USE

The Renter shall not use the berth other than for berthing the Vessel nominated in the schedule whilst the said Vessel is used for recreational boating purposes. The Berth shall not be used to berth commercial fishing boats, boats carrying passengers for hire, work boats, commercial freight carriers or for any other commercial or industrial purposes without the written permission of the Company.

6. RENTER NOT TO SUBLET

Renter shall not be permitted to sublet or to authorise the use of the Berth by any other Vessel, unless by written approval of the Company.

7. BYLAWS INSTRUCTIONS AND RULES

The Renter agrees to comply with all the obligations of the Licence (except for the payment of fees) under the Licensee's Marina Berth Licence, a copy of which is available for inspection by the Renter, and but not limited to, the marina rules as set out herein.

8. RULES

- a. The Renter shall at no time allow any part of any Vessel using or moored at the Berth to extend beyond the maximum permitted dimensions of the Berth specified in the schedule, with the length being measured from the Berth face of the walkway.
- b. The Company shall be at liberty at any time to require the Renter to vacate the Berth either on a temporary or on a permanent basis, and to take up another Berth within the Marina if there is a Berth available. The Company shall not be liable to pay any compensation in respect of such change of the berth. The terms of this agreement shall apply to such new Berth.
- c. The Renter shall not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing.
- d. Without prejudice to the generality of the preceding provision, the Renter shall not discharge any sewerage or otherwise empty any latrines into the Marina waters, or otherwise dispose of any garbage, oil, fuel or other material whatsoever in the Marina, except into containers which may be provided by the Licensor.
- e. The Renter shall not, without the consent of the Company, or in contravention of any statute, order-in-Council, regulation or rule, or any local or territorial authority bylaw or restriction, live on board any boat at the Berth, or permit anyone else to do so. For the purposes of this clause the expression "living on board" shall mean sleeping overnight for two consecutive nights or more.
- f. For the purposes of mooring any Vessel to the Berth the Renter shall use only the standard mooring lines should they be provided by the Licensee. Where a Licensee has not provided mooring lines the Renter must provide their own mooring lines and ensure the Vessel is moored using a Marina approved method of securing the Vessel, along with suitable sized mooring lines. Any mooring lines damaged shall be replaced at the cost of the Renter.
- g. The Company may serve on the Renter a notice requiring the Renter, within the time specified in the notice, to repair the fastenings on any such Vessel so as to ensure that they will safely secure the said Vessel.
- h. The Renter shall not alter or modify the Berth or adjacent structures without the prior written approval of the Company.
- i. The Renter shall in the use of the Marina comply with all bylaws from time to time applicable thereto, and shall also comply with any special instructions from time to time issued by the Company or any of its agents for the efficient, safe and harmonious use of the Marina, and any of its facilities, by any persons entitled thereto.

9. LICENSOR NOR LICENSEE TO BE LIABLE

Neither the Company nor the Licensee shall be liable, and accept no responsibility, for loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to the Marina, nor for the adequacy or otherwise of the Marina, or of any Berth, or any other part of the facilities of the marina, and neither the Company nor the Licensee shall be liable to the Renter or any person for the loss or damage to property, or death, or personal injury incurred or suffered within the Marina, however the same occurs, and whether or not attributable to the acts or defaults of the Company, or its servants, agents, contractors or otherwise howsoever.

10. RENTER'S INDEMNITY

The Renter, in addition, shall indemnify the Company and the Licensee against any loss, expense, legal liability, claims and costs incurred by the Company and the Licensee arising as a result of the Renter's acts or omissions, or the acts or omissions of others to which the Renter has contributed, or the acts or omissions of any persons invited into the Marina by the Renter.

11. INSURANCE

The Renter shall at all times keep all boats, crafts and any other property owned or brought into the Marina by the Renter and/or invitees of the Renter fully insured whilst within the confines of, or near to the Marina against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of god, and all other usual maritime risks. The Renter shall provide the Company a copy of insurance documentation.

12. DEFAULT

The Company may terminate this Agreement without notice if the Renter breaches the terms of this Agreement or the terms of the Marina Rules. In the event of the Renter making default in the observance or performance of any obligation on the Renter's part expressed or implied herein is in the Company's sole opinion, capable of being remedied, then before terminating this Agreement the Company will give the Renter written notice of the default. If the default remains unsatisfied after seven days from the date of written notification specifying the default complained of, the Company may thereupon and without the need for any further notice, forthwith cancel and terminate this Agreement.

13. LIEN

In the event of there being monies owing and remaining outstanding by the Renter / or Vessel Owner to the company for, or in connection with services, the Company shall be entitled to seize and take possession of the Vessel and shall have general lien in respect of the vessel until all sums due by the Renter / or Vessel Owner to the Company have been paid in full. Such lien shall be subject to the following further conditions:

- a. The Company shall, after exercising any right of lien, give the Renter /or Vessel Owner notice of the seizure of the Vessel.
- b. In the event of the monies due to the Company remaining outstanding for 21 days after the giving of notice as aforesaid, the Company shall be entitled without further notice to sell the Vessel by such means as it thinks fit.
- c. After any such sale, the proceeds shall be applied first towards the expense of seizure and sale, secondly in payment of monies due to the Company and thirdly any balance shall be paid to the Vessel Owner.
- d. In the event of the proceeds of sale being insufficient to satisfy the monies due to the Company, the Company may proceed to recover such deficiency or balance from the Renter / or Vessel Owner in any manner available to it.
- e. The Company shall not be responsible to the Renter or anyone claiming through the Vessel Owner in respect of any claims, losses or liabilities which may arise in connection with the exercise by the Company in good faith of its rights pursuant to this Clause.
- f. The Company may, if the Company thinks fit, place and maintain on any such Vessel such number of custodians as may be necessary, and the Company shall be entitled to a lien on the Vessel to cover the costs in so doing.

14. TERMINATION

- a. The Renter must remove the Vessel from the Marina by 9.00 a.m. on the day immediately following the date this Agreement terminates (Termination Date). The Company may remove or impound the Vessel if it has not been removed from the Marina after the Termination Date. If the Renter does not collect the Vessel within 21 days after the Termination Date, the Company may sell the Vessel. The Renter will be liable for any and all costs incurred by the Company in removing, impounding, otherwise storing or selling the Vessel. The Company may defray such costs from the sale proceeds of the Vessel.
- b. The Renter shall deliver any access card or permit which may be issued by the Company to the Renter, up to the Company no later than 9.00 a.m. on the Termination Date.

15. USE OF SERVICES

The Renter may use the water, power and other facilities provided on the structures, in common with any other berth licensees, on an occasional basis only. The Company may charge for the use of electricity and other Services or facilities via a user pays system. The Vessel must comply with the Electrical Connection Policy of the Company.

16. DISTRIBUTION OF INFORMATION

The Company reserves the right to circulate the name of any Renter who becomes a bad debtor to other marina association members.

17. DEFINED TERMS

The "Renter" is the person or agent named on this agreement.

The "Company" is Pine Harbour Marina Management Ltd

The "Licensee" is the berth licence holder of the Berth referred to in this agreement.

The "Berth" is the Berth Referred to in this agreement.

The expression "Marina" wherever used herein includes the Marina waters, the floating structures, fingers and jetties, all Marina foreshore areas, administration and service areas under the control or administration of the Company and/or the Marina operator.

The expression "Vessel" means any boat or craft in respect of which the services of the Company are sought to be used and includes all rigging, equipment, machinery and chattels associated with the vessel nominated in this Agreement provided it complies with the Terms and Conditions of this Agreement.

18. NEW ZEALAND LAW TO APPLY

The law to which this agreement is subject is New Zealand law.

Rules of Pine Harbour Marina

1. These rules are in respect of Pine Harbour Marina, Jack Lachlan Drive, Pine Harbour (Marina) and apply at all times to all areas of the Marina.
2. All persons must, when in or near the Marina, comply at all times with these Rules. By entering the Marina you accept and agree to be bound and abide, by these Rules.
3. The Pine Harbour Marina Limited (Company) owns and operates the Marina. You agree to comply with the instructions of the Company and its employees while in the Marina.
4. The Company displays these Rules at the Marina Office. The Company may amend these Rules from time to time to time by altering the copy of the Rules displayed at the entrance to the Marina office.
5. The Marina, its berths, facilities and any vessel berthed or otherwise moored in the Marina, must only be used for recreational purposes. Commercial fishing boats, boats carrying passengers for hire, work boats, commercial freight carriers or any other vessel used for commercial or industrial purposes are prohibited without the prior consent of the Company.
6. You may only use the facilities at the Marina, and, in particular, any berth or mooring in the Marina, to the extent that you are authorised to do so by the Company.
7. You have the right, together with all other users of the Marina, to access and use the common waterways and pathways of the Marina subject to the directions of the Company from time to time.
8. You may use the water, power and any other facilities provided on the structures in common with any other Marina users on an occasional basis only. If you require more regular use of the Marina facilities special arrangements must be made with the Company, at your cost.
9. You must not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance. In particular, you must not discharge any sewage rubbish, oil, fuel, or other material whatsoever except in containers provided for that purpose by the Company.
10. You must not live on board your vessel in the Marina or permit anyone else to do so. You will be considered to be living on your vessel if you sleep on the board for two or more consecutive nights.
11. You are responsible for your invitees and their compliance with these Rules while they are in the Marina.
12. You must not permit or suffer any dog belonging to you or your invitees to enter or remain in the Marina unless such dog is restrained.
13. You must at all times supervise any children who enter the Marina with you or your invitees.
14. You and your invitees must not engage in any swimming, diving or underwater activities (including the scrubbing of your vessel's hull) within the Marina.
15. You must not while within the Marina moor or manoeuvre your vessel so as to create a danger, obstacle or inconvenience to other Marina users.
16. You must ensure that all halyards, lines, ropes, rigging and sheets on your vessel whilst it is berthed are secured so that they do not create any noise.
17. You must not permit or allow any property, gear or equipment under your control or direction to be stored on the Marina, including the walkways, fingers and foreshore, without the Company's permission.
18. You must not consume alcoholic beverages within the Marina, except on licensed premises.
19. You may only use the firefighting equipment for fighting of fires.
20. The storage of all fuels, oil and goods of a similarly flammable nature is strictly prohibited without the prior written consent of the Company. You must not bring such goods within the Marina. However, you may carry small quantities of the same on your vessel in safe storage containers for on-board use.
21. You may only refuel your vessel at the fuel jetty in the Marina from the pumps provided.
22. Signs relating to the use of the Marina must be observed.
23. Your vessel must be kept in good and safe repair.
24. No washing may be hung out on your vessel at any time.
25. All leads and appliances connected to the Marina power outlet by you must comply with the relevant regulations.
26. No painting, sanding, welding or grinding is permitted on board your vessel without the prior consent of the Company.
27. For the convenience of others you must return Marina trolleys to the jetty entrances immediately after use.
28. The Company is not liable for any loss or damage suffered to your vessel or to any of your other property in or about the vessel or the Marina, howsoever caused. You indemnify the Company against any loss, expense, legal liability, claims and costs incurred by it arising as a result of your acts or omissions or the acts or omissions of others to which you have contributed or the acts or omissions of any persons invited by you into the Marina.
29. The Company's health and safety rules must be observed by you and your invitees. A copy is available from the Marina office.
30. All vehicles must observe parking and speed restrictions. Speed in the Marina must not exceed 20 kph.
31. You are required to observe the standards and practices reasonably expected of a competent reasonable and considerate person in the Marina.
32. You are reminded that you must comply with all regulations and by laws relating to good navigation and the proper control of your vessel.