



GULF HARBOUR MARINA

MARINA BERTH RENTAL AGREEMENT

The Berth Licence Holder ("**the Licensee**") hereby grants permission to the berth renter named in the schedule ("**the Renter**") to occupy the berth ("**the Berth**") nominated in the schedule for the period stated and at the rental rate therein stated under the following terms and conditions.

and

The Renter agrees to accept the sublease to occupy the berth nominated in the schedule for the period stated and at the rental rate therein stated under the following terms and conditions

and

Gulf Harbour Marina Limited ("**the Licensor**") agrees to permit the Licensee to sublet the berth in accordance with clause 6.3 of the Berth Licence ("**the Licence**")

COMMENCEMENT

1. 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.

BOND

2. The Renter agrees to pay the Bond set out in the schedule, to the Licensor immediately upon completion of this agreement. Provided that the Renter has complied with the terms and conditions contained within this agreement, the bond shall be refunded to the Renter on the termination of this agreement.

RENT

- 3.1 The Renter agrees to pay the rental of the berth to the Licensor monthly in advance and upon demand, at the rate set out in the schedule, or as may be amended from time to time. The rental rate may be altered by the Licensor by the giving of one month's written notice of the revised rental rate. Overdue accounts chargeable at the rate of 2.5% interest per month. Full legal and collection costs will be added.
- 3.2 Rental payment is due on or before the last working day of the preceding month.
- 3.3 Rent shall be paid by direct debit from a nominated bank account or by automatically charging to an approved credit card. Any other payment method must have express prior approval from the Licensor.
- 3.4 Approval for payment on account may be withdrawn if at any time the renter does not make payment on or before the due date.

RESTRICTION ON USE

- 4.1 The Renter shall not use the berth other than for accommodating the boat nominated in the schedule.

- 4.2 The Renter shall not use the berth other than for berthing the nominated boat whilst the said boat 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.

RENTER NOT TO SUBLET

5. The Renter shall not be permitted to sublet or to authorise the use of the berth by any other vessel.

BYLAWS INSTRUCTIONS AND RULES

6. The Renter agrees to comply with all the obligations of the Licensee (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.

Rules

- i) 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.
- ii) The Licensor 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 Licensor 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.

- iii) 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.
- iv) Without prejudice to the generality of the preceding provision, the Renter shall not discharge any sewage 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.
- v) The renter shall not, without the consent of the Licensor, 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.
- vi) The Renter shall not permit or suffer any dog belonging to the renter or in the Renters charge to enter to remain in the Marina, or land adjacent to thereto under the control of the renter, unless such dog be led by a chain, strap or other efficient restraint.
- vii) The Renter shall not permit or allow any children for whom the Renter is responsible, being children under the age of 12 years, to enter into the Marina unless accompanied by an adult.
- viii) The Renter shall not engage in any swimming, diving or underwater activities within the Marina, provided that this shall not prohibit maintenance of the nominated boat, subject to such directions as the Licensor may stipulate from time to time.
- ix) The Renter shall not within the Marina moor, sail or manoeuvre any boat so as to create a danger, impediment, obstacle or inconvenience to other Marina users.
- x) The Renter shall ensure that all halyards, lines ropes rigging and sheets on any vessel at the Berth are secured so that they shall not create any noise.
- xi) For the purposes of mooring any vessel to the Berth the renter shall use only the standard mooring lines complete with anti-chafe tubes provided by the Licensor, and shall at all times ensure that these are properly fitted. Any mooring lines damaged as the result of incorrect use or failure to properly position the anti-chafe tubes shall be replaced at the cost of the renter.
- xii) The Licensor 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.
- xiii) The Renter shall not permit or allow any property, gear or equipment under the control or direction of the renter to be stored on the Marina, including the walkways, fingers or foreshore thereof, without the express permission of the Licensor.
- xiv) Alcoholic beverages shall not be consumed within the marina except on private vessels, or other premises where consumption of alcoholic beverages is not prohibited by law.
- xv) The Renter shall not use fire fighting equipment supplied by the Licensor for any purpose other than for fighting of fires.
- xvi) The Renter shall not store or bring within the Marina motor spirit, petroleum, petroleum products, fuel, oil, LPG, CNG, kerosene or goods of a similarly dangerous or similarly inflammable nature on any Marina structure or area under the control of the Licensor without the prior approval of the Licensor. Provided that nothing within this subclause shall prevent the Renter from carrying small quantities of fuel, in safe containers, in quantities reasonably required for small outboard engines or stoves.
- xvii) The Renter shall not carry out any refuelling of any boat within the Marina, other than at the fuel jetty from the designated pumps, unless otherwise directed by the Licensor.
- xviii) The Renter shall not alter or modify the Berth or adjacent structures without the prior written approval of the Licensor.
- xix) 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 Licensor or any of it's agents for the efficient, safe and harmonious use of the Marina, and any of it's facilities, by any persons entitled thereto.

LICENSOR NOR LICENSEE TO BE LIABLE

7. Neither the Licensor 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 the Berth, or any other part of the facilities of the Marina, and neither the Licensor nor the Licensee shall be liable to the renter or any person for any 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 Licensor, or its servants, agents, contractors or otherwise howsoever.

RENTER'S INDEMNITY

8. The Renter, in addition, shall indemnify the Licensor and the Licensee and the head licensor against any loss, expense, legal liability, claims and costs incurred by the Licensor and the Licensee and the head licensor 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.

RENTER TO INSURE

- 9 The Renter shall at all times keep all boats, craft 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.

DEFAULT

10. 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, and such default remaining unsatisfied after 7 days from the date of written notification specifying the default complained of, the licensor may thereupon, and without the need for any further notice, forthwith cancel and terminate this agreement, and require that the vessel shall be removed from the Marina forthwith. Provided that if the default complained of shall be the non payment of the berth rental in accordance with clause 3 hereof, then the provisions of the following clause shall apply.

DEFAULT IN COMPLYING

11. If having been notified of a default and not having remedied such default, or the Renter shall fail to remove the vessel from the Marina as required by the previous clause, or if the default shall be for non

payment of rental in accordance with clause 3 hereof, the Licensor may without incurring any liability for so doing and without further notice, remove the vessel and recover the cost of removal from the Renter.

Gulf Harbour Investments Ltd advise that bad debtors names including vessel names will be forwarded to other Marina Operator Association members.

Any costs associated with collecting bad debts will be oncharged, plus interest calculated at current overdraft rates for the period that the debt is out standing.

LICENSOR'S LIEN

12. Where the Licensor removes any vessel in accordance with clause 11, it shall be entitled to a lien on the vessel to the extent of the costs of removal and storage.

LICENSOR'S RIGHT TO SELL

13. Should the renter fail to claim such vessel within the period of one month after the date of such removal, the Licensor may at any time thereafter offer the same for sale and appropriate the proceeds of any resultant sale in satisfaction of such expenses as may be incurred in respect thereof.

CUSTODIAL ARRANGEMENTS

14. The Licensor may, if the Licensor thinks fit, place and maintain on any such vessel such number of custodians as may be necessary, and the Licensor shall be entitled to a lien on the vessel to cover the costs in so doing.

USE OF SERVICES

15. 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.

DEFINED TERM

16. 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 Licensor and/or the Marina operator.

NEW ZEALAND LAW TO APPLY

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

May 2005

THE SCHEDULE (RECREATIONAL ONLY)

BERTH SIZE: _____	BERTH NUMBER: _____
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BERTH RENTER: _____	
ADDRESS: _____	PHONE: (Pvt) _____
_____	(Bus) _____
_____	(Mob) _____
EMAIL: _____	
Vessel Name: _____	NOTE: The Vessel name shall be displayed on both sides in 100mm high lettering
Length: (Overall) _____	ACTUAL LENGTH: includes all overhanging fittings
Beam: _____	COLOUR: Deck: _____
Draught: _____	Hull Above Waterline: _____
Registered No: _____	Antifoul: _____
<input type="radio"/> Launch <input type="radio"/> Yacht <input type="radio"/> Multihull	Fuel Type: _____
Design: _____	Insurance Company: _____
Radio Type: _____ Call Sign: _____	Policy Number: _____
COMMENCEMENT DATE: _____	DAILY RENTAL: (\$) _____
TERMINATION: REQUIRES ONE MONTHS NOTICE BY EITHER PARTY	
INITIAL PAYMENT:	31 DAYS RENT: (\$)
	BOND: (Equal to 31 days rent) (\$)
	<u>TOTAL:</u> (\$)

Is the Boat Currently named on both sides	Yes / No
Does the Boat have a 230 volt installation	Yes / No
If YES does the Boat have a current Warrant of Fitness	Yes / No
Is the Boat currently in Charter	Yes / No

(NOTE: Recreational Berths cannot be used for any commercial purposes)

I acknowledge receipt of a copy of marina rules and terms of berth occupation and agree to be bound by such terms and rules.
 Payment is due within seven (7) days of the due date for payment. Overdue accounts are chargeable at the rate of 2.5% interest per month. Full legal and collection costs will be added.

_____ / ____ / 20		_____ / ____ / 20
Renter		For Gulf Harbour Marina Ltd

GULF HARBOUR MARINA LTD DIRECT DEBIT AUTHORITY



This form should be completed and returned to PO Box 205; Whangaparaoa

Account Name	[]											
Account Number	Bank	Branch	Account Number				Suffix					
	[][]	[][][]	[][][][][]	[][]								
Name of Bank	[]											
Branch	[]											
Town/City	[]											

Authority to Accept Direct Debits (Not to act as an assignment or agreement) Authorisation Code <table border="1"> <tr> <td>0</td><td>3</td><td>0</td><td>3</td><td>5</td><td>1</td><td>7</td> </tr> </table>	0	3	0	3	5	1	7
0	3	0	3	5	1	7	

I/We authorise you until further notice in writing to debit my/our account with you all amounts which **Gulf Harbour Marina Ltd - Operations Trust Account** (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

Information to my/our bank statement:

Payer Particulars

G	U	L	F		H	A	R	B			
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Payer Code

B	E	R	T	H		F	E	E	S		
---	---	---	---	---	--	---	---	---	---	--	--

Payer Reference

[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]	[]
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Authorised Account Signatures:

Date: _____ Date: _____

Approved
0351
09/97

For bank use only	
Original- retain at branch	
Date Received	[]
Recorded by	[]
Checked by	[]

Bank Stamp

Conditions of this Authority to Accept Direct Debits

1) The initiator:

- a) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than ten calendar months). This notice will be provided either:
 - i) In writing; or
 - ii) By electronic mail where the Customer has provided prior written consent to the Initiator.
- Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variables as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.
- In the event of any subsequent change to the frequency or amount of the Direct Debits the Initiator has agreed to give advance notice at least 30 days before the change comes into effect. This notice must be provided either:

- i) In writing; or
 - ii) By electronic mail where the Customer has provided prior written consent to the Initiator.
- b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to further payments by notice in writing to me/us.

2) The Customer may:

- a) At any time, terminate this Authority as to further payments by giving written notice of termination to the Bank and to the Initiator.
- b) Stop payment of any Direct Debit to be initiated under this authority by the initiator by given written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c) Where a variation to amount agreed between the Initiator and the Customer for time to time to be direct debited has been made without notice being given in terms of 1 (a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiators through the Initiator's Bank, PROVIDED

such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3) The Customer acknowledges that:

- a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c) Any dispute as to the correctness or validity of any amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
- d) Where the Bank has used all reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility of liability in respect of:
 - i) The accuracy of information about Direct Debits on Bank statements
 - ii) Any variations between notices given by the initiator and the amounts of Direct Debits.
- e) The Bank is not responsible for, or under any liability in respect of the initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- f) Notice given by the initiator in terms of clause 1 (a) to the debtor responsible for the payment shall be effective. Any communications necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4) The Bank may:

- a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- b) At any time terminate this authority as to future payments by notice in writing to me/us.
- c) Charge is current fees for this service in force from time to time.