



Berth

Customer Account No

## BERTH RENTAL AGREEMENT

Pine Harbour Marina Limited  
 PO Box 54, Beachlands, New Zealand. P +64 9536 4720. F +64 9536 5610

### Renter's Details

Full Name

Address Street address or PO Box Number

Town / City

Postcode

Contact Number/s

Home

Business

Mobile

Emergency

Email

### Boat Details

Boat Name

Make / Model

Length (L.O.A)

\*Please note boats are measured from stem most protrusion to the bow..

Colour

Hull

Deck/Top side

Call Sign

Radio

Fuel Type

Insurance

Company

Policy Number

(A copy of your current insurance certificate is required on file)

### Term

Fixed Term

Periodic Term

### Extension/Roll Over

**Initial here if**, Yes I would like my Agreement to roll over/extend on each Renewal Anniversary date.

### Office use only

Fixed Rental Rate \$

Monthly

Days paid in advance \_\_\_\_\_

Periodic Rental Rate \$

Monthly

to \_\_\_\_\_

Payment Received

Date

Total Due on Signing

\$

Commencement Date

Termination Date

Renewal Date

### Agreement

I have read and understand the General conditions and marine Rules and agree to rent on these terms. Pine Harbour Marina Limited (Company) agrees to rent to the person named as the renter above the berth at Pine Harbour Marina, Jack Lachlan Drive, Pine Harbour (Marina) for the Term from the Commencement Date in consideration of the regular payment of rental in respect of the marina by the Renter to the Company and otherwise on the terms and conditions set out on the back of this Agreement.

Signed ..... Date .....

(Renter)

igned ..... Date .....

(Company)

## TERMS AND CONDITIONS RENTAL AGREEMENT

**Notice.** The renter must give a minimum of 28 days written notice to terminate.

**Definitions.** For the purposes of this agreement the following definitions apply:

- The Company is Pine Harbour Marina Ltd.
- The Owner is the Licensee of the berth referred to in this agreement.
- The Renter is the person named on this agreement.
- The Berth is the berth referred to in this agreement.
- The Marina includes the marina waters, floating structures, fingers and jetties, all marina foreshore areas, administration areas, parking areas, ramps and driveways etc., and all land and facilities under control of the Licensor.

**Fixed Term:** – A Fixed Term is binding on the Owner and the Renter. The minimum fixed term tenancy on the Boat Park is six months from the commencement date. The renter may renew for another Fixed Term by initialing the Extension/Roll Over option on the Rental Agreement or by written notice to the other party. There after the Renter will continue on a Periodic Tenancy Rate.

**Periodic Tenancy:** – A short term rate will be payable by the Renter to the company on the monthly rental in respect of any term which is less than six months in duration.

Either party may terminate a periodic tenancy on 28 day's written notice to the other party.

**Extension / Roll Over:** – Initialing the Extension/Roll Over option on your Rental Agreement will renew the fixed term specified (6 or 12 months) on each renewal anniversary.

**Early Termination:** – An early Termination Fee of 1 months rental plus \$100 for every month remaining on the Fixed Term will apply to any customer requesting to terminate a Fixed Term Agreement prior to the renewal/termination date (including any renewal term).

**Access Card.** The Renter shall deliver any card which may be issued by the Company to the Renter, up to the Company NOT LATER THAN 9am on the day immediately following Termination.

The Renter warrants to the Company that he/she is both the legal and beneficial owner of the vessel described in this Agreement (**Vessel**) and that all details provided above are true and correct to the best of his, her, or their knowledge and belief. The Renter acknowledges that the Company has relied on these warranties in determining whether or not to rent the Berth / Boat Park to the Renter and the Company may cancel the Agreement if any of the warranties are subsequently found to be incorrect.

The Renter may only keep the Vessel in the Marina berth/ boat park.

The Renter shall pay rental for the use of the Berth / Boat Park to the Company monthly in advance by direct debt. 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 dishonoured.

The Rental Rate may be reviewed by the Company from time to time. The Company will give the Tenant not less than 28 days' notice of change to the Rental Rate.

The Renter shall at all times keep the Vessel and all other property brought onto the Marina by the Renter and his, her, their or its invitees, fully insured.

The Renter shall notify the Company immediately upon the Renter becoming aware of any actual or potential damage to the Marina.

The Renter indemnifies the Company against all claims, losses, damages and liabilities arising directly or indirectly as a result of any act or omission of the Renter or his, her, their or its invitees, either in or near the Marina.

The Renter must, when in or near the Marina, comply at all times with the Marina Rules. A copy of the Marina Rules is available from the Marina Office. The Company may from time to time amend the Marina Rules and the Renter will be bound by such amendment following the Company giving notice of the same to the Renter.

**Lien:** – In the event of there being monies owing and remaining outstanding by the 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 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 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 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 Owner in any manner available to it.
- (e) The Company shall not be responsible to the Owner or anyone claiming through the 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.

The Company may terminate this Agreement if the Renter breaches the terms of this Agreement or the terms of the Marina Rules.

Where a breach by the Renter is, in the Company's sole opinion, capable of being remedied, then before terminating this Agreement the Company will give the Renter notice of the breach. The Renter will have seven days from the date of the notice to remedy the specified breach and failing such remedy the Company may by further notice terminate this Agreement.

The Renter must remove the Vessel from the Marina by 9.00 a.m. on the day immediately following termination date or before 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 28 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.

The Renter may not assign its rights under this Agreement or sub-let the Berth /Boat Park.. The Company may assign its rights under this Agreement.

All notices must be in writing and be delivered to the address of the relevant party specified above, or such other address as may from time to time be advised by notice from one party to the other.

The company reserves the right to charge an interest rate of 15% pa on any accounts that are overdue.



## 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 while 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.

**Pine Harbour Marina Limited**

PO Box 54, Beachlands, New Zealand Tel: (09) 536 4720 Fax: (09) 536 5610 Email [office@pineharbour.co.nz](mailto:office@pineharbour.co.nz)

