

BERTH MANAGEMENT AGREEMENT

BERTH NO:

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Made this day of 20.....

BERTH SIZE:

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BETWEEN : Pine Harbour Holdings Limited and the Owner, both described in this Agreement.

Owners Name	Ph (H)
Address	Ph (B)
.....	Mob:
Email	

Availability: My berth is available to rent from/...../..... (see notes below)

(a) FIXED TERM to...../...../..... OR

(b) PERIODIC TENANCY: DESCRIBE.....

Note: Generally a **FIXED TERM** rental offers the Renter greater security of tenure. For the Owner this means more stable income at top market rates, while a **PERIODIC TENANCY** allows the Owner flexibility of access to his/her berth. Refer Clause 2 of General Conditions.

I have read, understand, and accept the Terms and Conditions of this Agreement. I hereby authorize the Company to manage the sub letting and rental of the berth on the terms and conditions set out in this Agreement.

Owners Signature..... Signed on behalf.....
DATE: Pine Harbour Holdings Ltd

PAYMENT OF RENTAL INCOME (please tick one):

a) By Direct Credit

Account Name: _____

Account Number: _____

b) Transfer to Pine Harbour Marina account to offset Operating Expenses

- General Conditions:
- The Owner appoints the Company as his/her agent to exercise the Owners rights under any rental agreement.
 - Notice. The Owner or the Renter must give a minimum of 28 days written notice to terminate a **PERIODIC TENANCY**. A **FIXED TERM** termination date is binding on both owner and renter. (See Availability panel). Failure to observe the conditions of this clause will incur additional charges.
 - The Company will pay any rental collected to the Owner after deduction of the Management Fee and any other sums due by the Owner to the Company.
 - The Owner will pay the Company a Management Fee of 15% (Plus GST) of any rental collected by the Company.
 - The Company will make every effort to ensure payment is received from the Renter, however the Company will only be liable to account to the Owner for any rental actually received by the Company. The Company will not be liable for any failure to collect rental on behalf of the Owner.
 - The Company will conduct a review of all rental rates annually on the 31st January or at other times as appropriate.
 - The Company will advise the Owner in writing of any changes of rental status on the berth.
 - Notwithstanding the conditions set out in this Agreement the Owner at all times remains bound by the Marina Berth Licence. In particular attention is drawn to Clauses 4 (Annual Fee) and 27 (Default) of the Marina Berth Licence.
 - Definitions. For the purposes of the Agreement the following definitions apply:
 - The Company is Pine Harbour Holdings Limited.;
 - The Owner is the Licensee of the berth referred to in this agreement.;
 - The Berth is the berth referred to in this agreement.