

## 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

Bayswater Marina Services ("the Licensor") agrees to permit the Licensee to sublet the berth in accordance with clause 12.0 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. The Renter agrees to pay the rental of the berth to the Licensor monthly in advance 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 Licensor may alter the rental rate by the giving of one month's written notice of the revised rental rate. A late payment fee will be charged for rent unpaid after 14 days from its due date. The fee may be amended from time to time.

### RESTRICTION ON USE

4. The Renter shall not use the berth other than for accommodating the boat nominated in the schedule.
5. 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

6. Renter shall not be permitted to sublet or to authorise the use of the berth by any other vessel, unless by approval of Bayswater Marina Limited

### BYLAWS INSTRUCTIONS AND RULES

7. The Renter agrees to comply with all the obligations of the License (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 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.

- v. The Renter shall not, without the consent of Bayswater Marina Limited, 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 pet belonging to the renter or in the Renter's charge to enter or 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 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 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 reasonable required for small outboard engines or stoves.
- xvii. The Renter shall not carry out any refueling 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 its agents for the efficient, safe and harmonious use of the Marina, and any of its facilities, by any persons entitled thereto.

### LICENSOR NOR LICENSEE TO BE LIABLE

8. 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 any 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 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 Licensor, or it's servants, agents, contractors or otherwise howsoever.

### RENTER'S INDEMNITY

9. The Renter, in addition, shall indemnify the Licensor and the Licensee 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

10. 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.

### DEFAULT

11. 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

12. If having been notified of a default and not having remedied such 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.

### LICENSOR'S LIEN

13. 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 cost of removal and storage.

### LICENSOR'S RIGHT TO SELL

14. 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

15. 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

16. 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

17. 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

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