



## **SANDSPIT 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 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**

**Sandspit Marina Society Incorporation** (“the Licensor”) agrees to permit the Licensee to sublet the berth in accordance with clause 3.6 of the Berth Licence.

### **TERMS AND CONDITIONS**

#### **1. COMMENCEMENT & TERM**

This Agreement commences at midday upon the start date stated in the schedule and remains in effect until terminated by either party giving one month’s written notice to the other.

#### **2. RENT**

2.1 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. Interest is payable on overdue accounts calculated daily using overdraft rates applicable during the period of overdue debit. Full legal and collection costs will be added.

2.2 Rental payment is due on or before the last working day of the preceding month.

2.3 Rent is payable to Sandspit Marina Society’s bank account no. 12-3095-0262620-00. All payments must include the berth number and Renter’s name in the reference line.

#### **3. USE OF BERTH AND FACILITIES**

3.1 The Renter may only use the berth for accommodating the boat nominated in the schedule.

3.2 The Renter shall only use the berth for recreational boating purposes and shall not use the berth for any commercial or industrial purpose or to make financial gain without the Licensor’s prior permission.

3.3 During the Rental Term, the Renter is entitled to use the berth, together with the facilities and amenities of Sandspit Marina including free water, subject to the directions and instructions of the Manager. Power is available on the pedestal by way of payment of credit on the berth’s Tally Card.



3.4 During the rental period, the Renter is entitled to free parking on displaying a parking permit obtained from the Marina Office.

#### **4. NO SUBLETTING OF BERTH**

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

#### **5. BYLAWS INSTRUCTIONS AND RULES**

The Renter confirms he/she has read the Sandspit Marina Society's Marina Rules attached to this agreement. The Renter agrees to comply with all the obligations of the Sandspit Marina Rules and, but not limited to, the Licensee's Marina Berth Licence (except for the payment of annual fees) a copy of which is available on request. The Renter must ensure that all his/her invitees comply with all obligations under these Terms and all Bylaws.

#### **6. LIABILITY & INDEMNITIES**

6.1 The vessel and any other property brought into Sandspit Marina by the Renter and/or their invitees are at all times the Renter's own responsibility and while located at the marina remain solely at the Renter's own risk.

6.2 Neither the Licensor nor the Licensee shall be liable, and accept no responsibility, for loss or damage to vessels, 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 officers, employees, agents, contractors or otherwise howsoever.

6.3 Furthermore, the Renter agrees to indemnify the Licensor and its officers, employees, agents and contractors against any loss, costs, expenses, demands, liability or claims suffered by them that result from, or are caused or contributed to by the Renter's use of the Berth, the Vessel and/or Sandspit Marina, and/or any of the Renter's invitees' acts or omissions or the acts or omissions of others to which the Renter has contributed (in each case including breaches of these Terms, the Berth Licence, the Bylaws).

#### **7. INSURANCE**

7.1 The renter must at all times insure the vessel and all other property brought into the Marina by the Renter and/or invitees of the Renter against loss or damage caused by all usual and reasonably insurable risks including, but not limited to, fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, act of god.

7.2 The Renter must maintain adequate public liability insurance against death and/or bodily injury to persons and loss or damage to property of others (including, without limitation, the Licensor's officers, employees and contractors) arising out of the use of the vessel, the berth and Sandspit Marina. The minimum amount of such public liability insurance is \$5,000,000, or such other amount as notified to the Renter by the Licensor. A copy of the Renter's boat insurance must be lodged with the Licensor.

#### **8. DEFAULT, TERMINATION AND CONSEQUENCES**



8.1 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 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 2 hereof, then the provision of the following clause shall apply.

8.2 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 2 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.

8.3 The Licensor may, in its sole discretion, lock and/or impound the vessel at the berth, or remove the vessel and store it in such a place and under such conditions as it sees fit, all at the Renter's risk and cost and shall not be required to release it until the Renter has paid all charges and other amounts owing under these terms, the terms of the Licence or the Bylaws to the Licensor's satisfaction.

8.4 Any costs associated with collecting bad debts will be on-charged, plus interest calculated at current overdraft rates for the period that the debt is outstanding.

8.5 Where the Licensor removes any vessel in accordance with 8.2, it shall be entitled to a lien on the vessel to the extent of the costs of removal and storage.

8.6 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.

## **9. DEFINED TERM**

The term "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.

## **10. NEW ZEALAND LAW TO APPLY**

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