

## MARINA BERTH/MOORING RENTAL AGREEMENT

**THIS AGREEMENT** made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ [name of marina], \_\_\_\_\_ [address of marina] (the "Licensor") and:

**LICENSEE:**

<b>Name:</b>	
<b>Address:</b>	
<b>Phone – Home:</b>	<b>Phone – Bus:</b>
<b>Mobile:</b>	<b>Email:</b>
<b>Vessel Name:</b>	
NOTE: The Vessel Name shall be displayed on both sides in 100mm high lettering.	
<b>Length (Overall):</b>	<b>ACTUAL LENGTH:</b> Including all overhanging fittings
<b>Beam:</b>	<b>Draught:</b>
<b>COLOUR:</b>	Deck Hull above waterline: Antifoul:
<b>Registered No:</b>	
<b>Type of Vessel:</b>	<b>Fuel Type:</b>
<b>Design:</b>	
<b>Radio Type:</b>	<b>Call Sign:</b>
<b>Insurance Company:</b>	<b>Policy Number:</b>
Is the Vessel currently named on both sides?	Yes / No
Does the Vessel have a 230 volt installation?	Yes / No
If Yes, does the Vessel have a current Warrant of Fitness?	Yes / No
Is the Vessel currently in charter?	Yes / No

**DETAILS OF RENTAL:**

Berth Number:	Berth Size:
Commencement Date:	Rent: \$ _____ per day / week / month Bond: \$ _____
<b>NOTE: Recreational Berths <u>cannot</u> be used for commercial purposes of any kind.</b>	

**1. Scope of Agreement**

Subject to all of the terms and conditions contained herein, the Licensor agrees to permit the Licensee to occupy the Berth, and the Licensee agrees to occupy the Berth, throughout the term of this Agreement, and at the rental rate stated above. The Licensor will provide the Licensee with a permit which the Licensee agrees to display on the Vessel at all times when the Vessel is moored in the Berth, and an access card for the Marina which must be presented upon request by Marina personnel.

**2. Term**

This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue on a \_\_\_\_\_ [weekly / monthly, etc] basis until terminated by either party as herein provided.

**3. Bond**

The Licensee agrees to pay the Bond set out in the Details of Rental to the Licensor immediately upon execution of this Agreement. Provided that the Licensee has complied with the terms and conditions of this Agreement and provided that there is no damage to the Berth and no amounts owing by the Licensee at the termination of this Agreement, the Bond shall be refunded to the Licensee on termination.

**4. Rental Rate; Payment**

4.1 The Licensee agrees to pay the rental rate set out in the Details of Rental monthly in advance, at the rate set out herein or as may be amended from time to time.

- 4.2 The Licensor may amend the rental rate by giving the Licensee \_\_\_\_\_ month's written notice of the revised rental rate.
- 4.3 Payment of any other charge or fee payable hereunder is due within \_\_\_\_\_ days of demand for same by the Licensor.
- 4.4 Overdue amounts will incur interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per (month / year). The Licensee shall be responsible for payment of all legal and collection costs incurred by the Licensor due to the Licensee's failure to make payment when due.
- 4.5 All references to currency herein are in New Zealand Dollars.

**5. Restrictions on Use**

- 5.1 The Licensee shall not use the Berth for any purpose other than for accommodating the Vessel.
- 5.2 The Licensee shall only use the Berth to accommodate the Vessel whilst the Vessel 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.

**6. Sublet; Transfer**

The Licensee shall not assign, transfer, or sublet the privileges granted under this Agreement, nor authorise the use of the Berth by any other vessel. However, if the Licensee acquires a new vessel, he/she may request permission from the Licensor to designate the new vessel as the Vessel named herein, which request shall not be unreasonably denied. The Licensee must demonstrate that any such replacement vessel is properly registered, meets all requirements of the Licensor, and complies with all applicable laws and terms of this Agreement. Upon the Licensor's approval of the transfer, the Licensor will issue the Licensee a new permit to display on the Vessel.

**7. Compliance with Laws and Marina Rules**

- 7.1 The Licensee agrees to comply with all laws, statutes and ordinances, including without limitation all boater safety provisions, fishing regulations, public health and environmental safety requirements. The Licensee is responsible for ensuring that his/her family, employees, agents and guests abide by these provisions.
- 7.2 The Licensee agrees to comply with the Marina Rules attached hereto as Schedule 'A' and made a part of this Agreement by reference thereto.

**THIS IS A 4-PAGE FORM.**