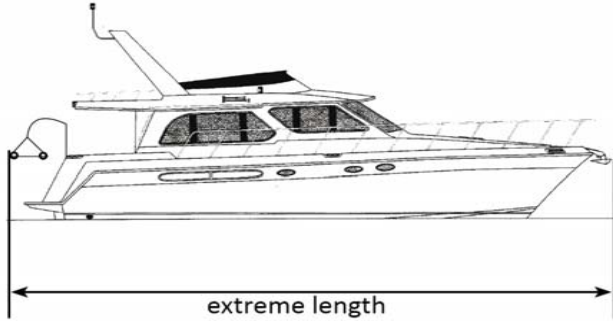


# BERTH RENTAL AGREEMENT

The Manager grants to the Customer, and the Customer takes on, a licence to use the Berth(s) at the Marina for the purpose of berthing the Vessel(s) on the terms and conditions set out in this Berth Rental Agreement, the attached Berth Rental Terms and Conditions and the A – Z Guide to Westhaven Marina (together, the "Agreement"). Any capitalised terms used in this Berth Rental Agreement have the same meaning as provided in the **attached** Berth Rental Terms and Conditions.

CUSTOMER DETAILS	
<b>Name</b>	Full Name: _____ <small>AS SHOWN ON GOVERNMENT ISSUED IDENTIFICATION AND IF APPLICABLE, FULL NAME OF TRUST INCLUDING TRUSTEES</small> Company Name: _____ <small>IF APPLICABLE</small> Company No.: _____
<b>Physical Address</b> <small>REGISTERED OFFICE FOR COMPANY</small>	Street: _____ Suburb: _____ City: _____ Postcode: _____ Country: _____
<b>Phone and Email</b>	Home: _____ Work: _____ Mobile: _____ E-mail: _____
<b>Emergency Contact</b> <small>SHORE MANAGER FOR COMMERCIAL</small>	Name: _____ Number: _____
<b>Guarantor</b>	<b>Mandatory where the Customer is not a natural person. If applicable, see clause 23 of the Berth Rental Terms and Conditions.</b> Full Name: _____ <small>AS SHOWN ON GOVERNMENT ISSUED IDENTIFICATION</small> Address: _____
VESSEL DETAILS	
<b>Name</b>	_____ Vessel type: Yacht <input type="checkbox"/> Launch <input type="checkbox"/> Multi-Hull <input type="checkbox"/> Commercial <input type="checkbox"/>
<b>Dimensions</b>	Extreme Length: _____ Beam: _____ Draft: _____ Weight: _____
<b>Colour</b>	Deck: _____ Hull/Topsides: _____ Bottom: _____
Is the Vessel equipped with holding tanks? Yes <input type="checkbox"/> No <input type="checkbox"/>	
INSURANCE DETAILS	
The Customer acknowledges and agrees that it is a condition of the Agreement that the Customer holds protection and indemnity insurance cover of at least NZD\$5,000,000 (to cover any third party loss caused by the Customer or the Vessel) prior to its arrival at Westhaven Marina and maintains the same during the term of the Agreement. To this end, the Customer undertakes to provide the Manager with a copy of a 'Certificate of Currency of Insurance' for the Vessel prior to the arrival of the Vessel at Westhaven Marina and on renewal of such insurance. The Customer also acknowledges that the Manager recommends that the Customer effect and maintain marine hull insurance (to cover loss or damage to the Vessel).	
<input type="text" value="Initial"/>	In addition to the above, the Customer consents to the Manager directly making enquiries with the insurer of the Vessel on the Customer's behalf for updates as to the currency of the Customer's insurance policy while the Vessel is berthed at the Marina.
<b>Insurance Company</b>	_____ <b>Policy Holder Name</b> _____
<b>Policy Number</b>	_____ <b>Expiry Date</b> _____
POWER SUPPLY	
Do you wish to connect to shore power? Yes <input type="checkbox"/> No <input type="checkbox"/>	
The Customer acknowledges and agrees that if shore power is to be used, that the Vessel must at all times have a current Electrical Warrant of Fitness ( <b>EWOFF</b> ) and that a copy of the current EWOFF must be shown to the Manager prior to the Vessel being connected to shore power at Westhaven Marina. All leads must be tested and tagged, and all future updates to the EWOFF must be provided to the Manager.	
<b>EWOFF Number</b>	_____ <b>Expiry Date</b> _____
COMMERCIAL OPERATOR	
Do you wish to undertake commercial activities from the Berth? Yes <input type="checkbox"/> No <input type="checkbox"/> (Z Pier Charter Base)	
RENTAL FEE	
The Rental Fee shall be \$ _____ per day (including GST) plus utility charges (when applicable) as follows: ▪ Water: \$4.50 per m <sup>3</sup> (including GST) Power: \$0.27 per kWh (including GST) (Note: Fees and utility charges are subject to change by the Manager from time to time) Please refer to the <b>attached</b> Berth Rental Terms and Conditions for conditions of payment.	
<b>Berth(s) / Pile Mooring Allocated</b>	_____ <b>Westhaven Trust (for berths)</b> Existing Marina Marina Extension
RENTAL PERIOD	
<b>Start Date</b>	_____ <b>End Date</b> _____ or Ongoing* <input type="checkbox"/>
<b>Check-out time is 9 AM. Termination of Rental Agreement: 10 Working Days' notice applies (see clause 2.1(b) of the attached Berth Rental terms and conditions)</b>	
*Ongoing means an end date of 29 September 2026 (Existing Marina) or 3 April 2029 (Marina Extension) subject to earlier termination under the Agreement or pursuant to law	
EXECUTION	
I/we acknowledge that I/we have read the terms and conditions of the Agreement and accept the same.	
Signed for and on behalf of the <b>Customer</b> :	_____ Date: _____
Signed by the <b>Guarantor</b> (if applicable):	_____ Date: _____
Signed for and on behalf of the <b>Manager</b> :	_____ Date: _____
<b>OFFICE USE ONLY</b>	<input type="checkbox"/> Request to Live aboard (TIE required)

Vessel length includes ALL appendages, attachments and overhangs.



# RENTAL AGREEMENT



#### **WESTHAVEN MARINA**

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