

## 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 capitalized terms used in this Berth Rental Agreement have the same meaning as provided in the attached Berth Rental Terms and Conditions.

### CUSTOMER DETAILS

Full Name: \_\_\_\_\_  
AS SHOWN ON GOVERNMENT ISSUED IDENTIFICATION AND IF APPLICABLE, FULL NAME OF TRUST INCLUDING TRUSTEES

Physical Address: \_\_\_\_\_  
Street Suburb

City \_\_\_\_\_ Country \_\_\_\_\_ Postcode \_\_\_\_\_

Mobile: \_\_\_\_\_  
 Home Ph: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
Shore Manager for Commercial Operator Person we contact when we cannot reach you

**Identification Drivers Licence/Passport Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

### GUARANTOR *Mandatory where the Customer is not a natural person. If applicable, see clause 23 of the Berth Rental Terms and Conditions.*

Full Name: \_\_\_\_\_  
AS SHOWN ON GOVERNMENT ISSUED IDENTIFICATION

Address: \_\_\_\_\_

**Car Registration** Vehicle 1: \_\_\_\_\_ **Direct Debit form submitted** YES/NO **Credit Card setup online** YES/NO  
 Vehicle 2: \_\_\_\_\_ **Note:** A second parking permit is only eligible if a bank direct debit or credit card has been setup.

### VESSEL DETAILS

**Name:** \_\_\_\_\_ **Vessel type:** Yacht  Launch  Multi-hull  Commercial  **Vessel Model:** \_\_\_\_\_

**Extreme Length:** \_\_\_\_\_ **Beam:** \_\_\_\_\_ **Draft:** \_\_\_\_\_ **Weight:** \_\_\_\_\_

**Is the Vessel equipped with holding tanks?** YES/NO **Colour Deck:** \_\_\_\_\_ **Topside:** \_\_\_\_\_ **Bottom:** \_\_\_\_\_

### 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).

**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.

**Insurance Company:** \_\_\_\_\_ **Policy Holder Name:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_\_

### POWER SUPPLY

Do you wish to connect to shore power? Yes  No  My vessel does not have an EWOFF, I will only plug temporarily in while I am on board

**EWOFF Number:** \_\_\_\_\_ **EWOFF Expiry:** \_\_\_\_\_

### COMMERCIAL OPERATOR

Do you wish to undertake commercial activities from the berth? Yes  No  (Z Pier Charter Base)

### RENTAL DETAILS

The Rental Fee shall be \$ \_\_\_\_\_ per day (including GST) plus utility charges as follows:

Water: \$4.50 per m3 (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 attached Berth Rental Terms and Conditions for conditions of payment.

Berth(s)/Pile Mooring allocated: \_\_\_\_\_ Westhaven Trust (for berths): Existing Marina Marina Extension

**Rental Start Date:** 1000hrs on \_\_\_\_\_ **Rental End Date:** 0900hrs on \_\_\_\_\_ or Ongoing\*

**Check-out time is 0900hrs. Termination of Rental Agreement: 10 Working Days' notice applies (see clause 2.1(b) of the attached Berth Rental terms and conditions)**  
 \*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

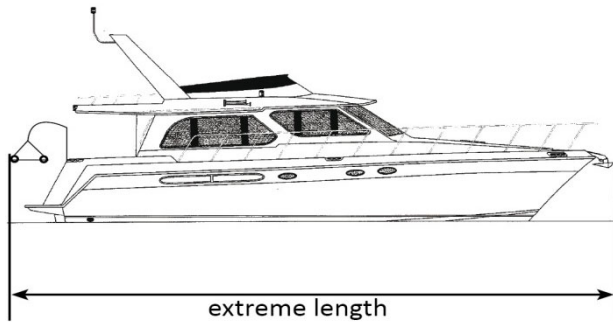
I/we acknowledge that I/we have read the terms and conditions of the Agreement and accept the same.

Signed for and on behalf of the **Customer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Signed by the **Guarantor** (if applicable): \_\_\_\_\_ **Date:** \_\_\_\_\_

Signed for and on behalf of the **Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Vessel length includes ALL appendages, attachments and overhangs.



# RENTAL AGREEMENT



## WESTHAVEN MARINA

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