



WHITIANGA MARINA SOCIETY INC

PO Box 66 Whitianga

☎07 866 2456

Email: info@whitiangamarina.co.nz

BERTH RENTAL AGREEMENT

Applicants Details

Full Name:
Phone:
Email:
Address:

Book marina pool berth OR Private berth arranged. Berth Number
Duration: Arrival 1100 hours on Departure 1100hrs on

Vessel Details

Vessel Name:
Vessel Type: Yacht Launch Trailer
Vessel Length: Vessel Draft:

Proof of Clean Hull

The customer acknowledges and agrees that it is a condition of the Agreement that the named vessel has a clean hull prior to arrival and whilst berthed at Whitianga Marina. To this end, the Customer undertakes to provide the Marina office with proof that the hull has at the time of entry;

- been antifouled in the last six months or
- hauled out and cleaned within the last month

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 Whitianga 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 Whitianga Marina and on renewal of such insurance.

Policy Expiry Date:

Power Request

Do you wish to connect to Whitianga Marina Power?: Yes No
(16amp – 24 volt)
Electrical WOF: Yes/No Date of Expiry
Cable/Lead Yes/No Date of Expiry:

Security Key Request

I wish to receive a security key for the length of my stay at a cost of \$35. The key will provide access to the ablution block and the Marina afterhours. I acknowledge that \$25 of this cost will be refunded upon return of the key. Yes Key Number if already have

Payment

All payments are to be in advance. Rental rates can be found at [Whitianga Marina](#) (and attached).

Bank Payment Cash/Eftpos Credit Card

I acknowledge that I have read and understand that I must comply with the terms and conditions set out in this Agreement, together with the attached Berth Rental Terms and Conditions, the Whitianga Marina Society Rules and Policies. Please tick box.

BERTH RENTAL TERMS AND CONDITIONS

Defined Terms

“**Berth Rental Agreement**” means the document titled “Berth Rental Agreement” and which contains details regarding the Customer, Vessel, insurance and other berth license arrangements.

“**Customer**” means the applicant named in the “Berth Rental Agreement”.

“**End Date**” means the end date specified in the “Berth Rental Agreement”

“**Marina**” means Whitianga Marina Society and includes the Berth, all structures, parking areas, accessways, services, landscaped areas, toilets, launching ramps and other facilities constructed or placed on, or in Whitianga Marina.

“**Start Date**” means the start date specified in the “Berth Rental Agreement”.

“**Vessel**” means the vessel specified in the “Berth Rental Agreement”.

Application

1. These terms apply to all persons who rent berths at Whitianga Marina that are in the Marina Society Rental Pool or owned by the Society, or through a private agreement with a berth licensee.
2. It is the Customers responsibility to read and understand the Agreement. Failure to do so does not exempt the Customer from any liability to the Marina. From the earlier of the date on which the Customer signs the Berth Rental Agreement, and the date on which the Customer accesses the Berth, the Customer will be deemed to have accepted and will be bound by the Agreement terms and conditions.
3. The full agreement and the terms of the license between the Whitianga Marina Society Inc and the Customer are contained within:
 - The Berth Rental Agreement
 - The Berth Rental Terms and Conditions
 - The Whitianga Marina Society Rules and Policies.
4. The Marina Society may vary the Agreement (or any document comprising the Agreement) by written notice to the Customer, provided such variation is reasonably required to manage the Marina in a safe, effective, and commercially sustainable manner, and the same variation is applied to all customers of the Marina who occupy a Berth. Any variation will take effect five (5) working days after the notice.
5. This Agreement does not constitute permission to live aboard. If the vessel’s owner wishes to live aboard for more than four (4) weeks, they must enter into a separate “Live Aboard Agreement” with the Society.

Term

The Agreement shall start for the Start Date and remain in effect until the earlier of:

- The End Date;
- The date it is terminated by either party giving ten (10) working days notice to the other party; or
- The date it is terminated by the Manager in accordance with Rental Fee Clause

Any pool Rental will be for a maximum term of one calendar month.

Fees

The Customer agrees to pay any Rental Fee (not applicable for Private Rental) to Whitianga Marina Society as invoiced prior to entry into the Marina. Shortened stays will not be credited unless it meets the details described under the Term Clause.

- If the customer fails to pay any money owing to the Society by its due date, the Society may claim a lien over the Applicants vessel. In exercising its rights under the lien, the Society may remove the vessel from the water and store it until the Society is paid all the monies due and owing to the Society, including the Society’s standard costs of cradle storage and to transport the vessel to and from the water. The society will not be liable for any loss or damage whatsoever (including any consequential loss of damage) to the vessel or suffered by the applicant or any third parties while the vessel is in the Society’s possession. The rights contained in this clause are without any prejudice to any other rights which the Society has to recover outstanding debts.

The Customer agrees to pay any incurred power charges. (Note: power charges are generally included in pool rental fees)

Visitors to the Marina

The Customer shall ensure that any invitees comply with the Terms of the Agreement and all relevant bylaws, rules, regulation and legislation.

Subletting of Berth

The Customer shall not assign, sublet or authorise any other person to use the berth.

Insurance and Biosecurity

The Customer agrees that their vessel and any property brought into the Marina are fully insured against loss or damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, Act of God, and all other usual maritime risks.

The Customer agrees that their vessel has been anti-fouled within six months of arrival or lifted out of the water and cleaned within the last month of arrival.

Waterspace and Access Rights

The Customer has the right, together with other users of the marina, to use the common waterways, walkways and facilities.

Security

The Customer may rent for a fee a security key from the Marina for their period of stay. The key will provide access for the customer to the ablution block and to the Marina berths after hours. The security key is the responsibility of the customer.

Liability

The vessel and any other property brought into the Marina by you and/or your invitees are at all times your own responsibility, and while located at the Whitianga Marina remain solely at your own risk.

The Whitianga Marina is not liable for any loss, damage or injury, occurring within the marina to any property (including the Vessel) or persons, however it may arise, and even if it is caused by, or attributable to the Whitianga Marina.

The Customer identifies the Whitianga Marina against all losses, damages, expenses and claims incurred by it that result from, or are caused or contributed to by, your use of your Berth, the Vessel and/or the marina, and/or any of their invitees' acts or omission (in each case including breaches of these Terms and Conditions)

Emergency Management and Other Vessel Relocation

The Marina reserves the right to use the Berth in the case of an emergency and also to require the Customer to vacate the Berth if necessary to allow urgent repairs to be carried out. In such circumstances the Marina will use reasonable endeavours, but shall not be obliged, to provide an alternative berth or mooring.

In extreme emergencies, the Marina reserves the right to take whatever steps it considers are required in its sole and absolute discretion, to promote the integrity and safety of the Marina.

The Marina reserves the right to require the Customer to vacate the Berth if necessary to facilitate construction, development, alterations or maintenance within the Marina. In such circumstances, the Marina shall provide an alternative berth for the Customer to use.

Where the Marina has used reasonable endeavours to contact the Customer regarding a requirement to vacate the Berth, and the Marina Staff are unable to make contact with the Customer, The Marina is entitled to remove the Vessel from the Berth and the Customer consents to the Marina doing all things necessary to affect such removal. The Marina may, at its discretion, charge the Customer for any costs that the Marina incurs in removing a Vessel pursuant to this clause.

The Marina shall not be liable to pay any compensation to the Customer in respect of any relocation pursuant to this clause.

Contact Details

The Customer must provide the Whitianga Marina with their current residential and postal address or addresses and contact phone numbers, and any changes to those contact details.

Vessel length includes ALL appendages attachments and overhangs

