



Boat Park No.

Customer Account No.

BOAT PARK RENTAL AGREEMENT

Pine Harbour Holdings Limited
PO Box 57, Beachlands, New Zealand. P +64 9 536 4720. F +64 9 536 5610

Renter's Details			
Full Name	<input type="text"/>		
Address	<input type="text"/>		
	Street address or PO Box number	<input type="text"/>	
	Town / City	<input type="text"/>	
Contact Number/s	Home	<input type="text"/>	Business
	Mobile	<input type="text"/>	Fax
		<input type="text"/>	<input type="text"/>
Email	<input type="text"/>		
Boat Details			
	Boat Name	<input type="text"/>	
	Make / Model	<input type="text"/>	
	Length	<input type="text"/>	
*Please note boats are measured from stern most protrusion to the bow, this does not include the anchor overhang or bow sprit.			
Colour	Hull	<input type="text"/>	Deck
	Call Sign	<input type="text"/>	Radio
		<input type="text"/>	Cabin
		<input type="text"/>	Fuel Type
		<input type="text"/>	<input type="text"/>
Insurance	Company	<input type="text"/>	
	Policy Number	<input type="text"/>	
Term			
	Commencement Date	<input type="text"/>	
	6 Month Fixed Term	<input type="checkbox"/>	Termination Date
	12 Month Fixed Term	<input type="checkbox"/>	Termination Date
		<input type="text"/>	<input type="text"/>
Rate			
	Daily Rental Rate \$	<input type="text"/>	Days paid in advance
	Promotional Code	<input type="text"/>	to
		<input type="text"/>	<input type="text"/>
Payment Received	Date	<input type="text"/>	
Total Due on Signing	\$	<input type="text"/>	
Agreement			
Pine Harbour Holdings Limited (Company) agrees to rent to the person named as the renter above (Tenant) the Boat Park at Pine Harbour Marina, Jack Lachlan Drive, Pine Harbour (Marina) for the Term from the Commencement Date in consideration of the regular payment of rental in respect of the Boat Park by the Tenant to the Company and otherwise on the terms and conditions set out on the back of this Agreement.			

Signed Date

(Tenant)

Signed Date

(Company)

1. Fixed Term: – The minimum fixed term tenancy is six months from the commencement date, thereafter the Tenant will continue to be charged the daily rate, and may terminate their tenancy on 28 days notice to the other party.
2. Periodic Tenancy: – A 28% surcharge will be payable by the Tenant to the company on the daily rental in respect of any term which is less than six months in duration. Either party may terminate a periodic tenancy on 28 days notice to the other party.
3. The Tenant warrants to the Company that he is both the legal and beneficial owner of the vessel described in this Agreement (**Vessel**) and that all details provided above are true and correct to the best of his, her, their or its knowledge and belief. The Tenant acknowledges that the Company has relied on these warranties in determining whether or not to rent the Boat Park to the Tenant and the Company may cancel the tenancy if any of the warranties are subsequently found to be incorrect.
4. The Tenant may only keep the Vessel in the Boat Park.
5. The Company will only accept instructions from the Tenant to remove or place the Vessel in the Boat Park.
6. The Tenant shall pay rental for the use of the Boat Park (being the Daily Rental Rate multiplied by the number of days in each month) to the Company monthly in advance by direct debit or automatic payment. The Tenant shall make all payments to the Company without deduction or set-off. No statement will be issued to the Tenant unless a payment is dishonoured.
7. The Daily Rental Rate may be reviewed by the Company from time to time. The Company will give the Tenant not less than 28 days notice of change to the Daily Rental Rate.
8. The Tenant shall at all times keep the Vessel and all other property brought onto the Marina (**Marina**) by the Tenant and his, her, their or its invitees, fully insured.
9. For the purposes of enabling the Company to store the Vessel in the Boat Park, the Tenant covenants that on every occasion the Vessel is readied for storage, the Tenant will ensure that: (1) the Vessel will have a Bow and Stern line attached to it, which are sufficient to enable the Vessel to be secured and manoeuvred; (2) all the Vessel's Trim Tabs are in the up position; (3) the Stern Legs and Outboards are left in the down position; (4) all battery isolation switches are to be turned off; and (5) the Tenant will check with the Company's employees as to the position of any underwater appendages, such as log wheels. The Company will not be liable for any damage caused as a result of the Tenant failing to comply with these steps.
10. The Tenant shall notify the Company immediately upon the Tenant becoming aware of any actual or potential damage to the Marina and Boat Park.
11. The Tenant indemnifies the Company against all claims, losses, damages and liabilities arising directly or indirectly as a result of any act or omission of the Tenant or his, her, their or its invitees, either in or near the Marina.
12. The Tenant must, when in or near the Marina, comply at all times with the Marina Rules. A copy of the Marina Rules is available from the Marina Office. The Company may from time to time amend the Marina Rules and the Tenant will be bound by such amendment following the Company giving notice of the same to the Tenant.
13. The Company may terminate this Agreement if the Tenant breaches the terms of this Agreement or the terms of the Marina Rules. Where a breach by the Tenant is, in the Company's sole opinion, capable of being remedied, then before terminating this Agreement the Company will give the Tenant notice of the breach. The Tenant will have seven days from the date of the notice to remedy the specified breach and failing such remedy the Company may by further notice terminate this Agreement.
14. The Tenant must remove the Vessel from the Boat Park on or before the date this Agreement terminates (**Termination Date**). The Company may remove or impound the Vessel if it has not been removed from the Boat Park after the Termination Date. If the Tenant does not collect the Vessel within 28 days after the Termination Date, the Company may sell the Vessel. The Tenant will be liable for any and all costs incurred by the Company in removing, impounding, otherwise storing or selling the Vessel. The Company may defray such costs from the sale proceeds of the Vessel.
15. The Tenant may not assign its rights under this Agreement or sub-let the Boat Park. The Company may assign its rights under this Agreement.
16. All notices must be in writing and be delivered to the address of the relevant party specified above, or such other address as may from time to time be advised by notice from one party to the other.
17. The company reserves the right to charge an interest rate of 15% pa on any accounts that are overdue.