



PINEHARBOURMARINA

NOTICE OF WET BERTH SUBLETTING/RENTAL REQUEST SCHEDULE

1. LICENSEE TO COMPLETE

1.1 LICENSEE DETAILS

Name First name _____ Last name _____
 Company name _____
 Agent _____

Address Street _____
 City _____ Suburb _____

Berth No. _____

I/we wish to: Rent (sub-licence) the berth privately (cannot live aboard vessel)
(Please complete all areas below)

List the berth for rent with Pine Harbour Marina Ltd
You do not need to complete this form please complete berth management agreement

I/we wish to apply to sublet the above mentioned berth licence. I/we notify the Marina Manager in this written notice with the following full and accurate disclosure of the terms and conditions upon which I/we wish to rent to a third party.

Signed on behalf of Licensee _____ Date _____

1.2 RENTAL PAYMENT DISCLOSURE

Daily rate \$ _____ or Monthly rate \$ _____ or Other rate \$ _____

Berth rental fixed period from _____ to _____
start date end date

OR

Monthly periodic rental beginning _____

2. SUB-LICENSEE/PRIVATE RENTER TO COMPLETE

2.1 PRIVATE RENTER DETAILS

Name First name _____ Last name _____
 Company name _____
 Agent _____

Address Street _____
 City _____ Suburb _____
 Postal address _____

Phone # Home _____ Work _____ Mobile _____
 Email _____

2.2 VESSEL DETAILS

Vessel name _____

Vessel type Yacht Launch Charter Multi-hull

Vessel model _____

Length overall _____ m
LOA = LENGTH OVERALL (includes all appendages fore & aft)
Attached vessel specs or recent survey verifying LOA

Beam _____ m Draft _____ m

Hull Colour _____

Hull material _____

Do you have holding tanks? _____

Grey water Black water Black water treatment

2.3 INSURANCE DETAILS

Insurer _____

Policy No. _____

Issue date _____

Expiry date _____

Insurance certificate attached
(required prior to acceptance)

2.4 ELECTRICAL CERTIFICATE

Do you wish to connect to shore power? Yes No

Warrant No. _____

Issue date _____

Expiry date _____

You will be required to provide a copy of EWofF prior to connection.

Signed on behalf of the Sub Licensee _____
(Renter)



PINEHARBOURMARINA

EXTRACT FROM THE MARINA BERTH LICENCE

- 7.b.ii The Licensee may sublet the Berth out subject to the following conditions and restrictions:
- 7.b.ii (aa) *Before entering into any subletting arrangement the Licensee shall give prior written notice to the Licensor setting out the full name, address and telephone number of the proposed sub licensee and full details of the proposed sub licensee and full details of the proposed subletting, Such subletting shall be subject to the approval of the Licensor but Licensor's approval shall not be unreasonably withheld where the proposed subletting is for a period which will not exceed 12 months or any combination of periods which will not exceed 12 months in the aggregate.*
- 7.b.ii (bb) *Subject to the licensee having obtained consent as provided in (aa) above the licensee shall give the licensor notice in writing nominating a particular boat which is to occupy the Berth pursuant to the subletting arrangement. Such boat shall comply with the requirements of Clause 6 of the Berth Licence.*
- 7.b.ii (cc) *The Licensor's approval of any specific subletting arrangement shall not extend to any other subletting arrangement and shall be strictly limited to the period approved. If the Licensee wishes to extend the period of subletting beyond the initial period the licensee shall make further written application to the Licensor which may grant or withhold its approval in its absolute discretion.*

WET BERTH SUB LICENSEE DEED OF COVENANT

PARTIES

- 1 Pine Harbour Marina Management Ltd ("Licensor")
- 2 _____ ("Licensee")
- 3 _____ ("Sub-licensee" Private Renter)

BERTH _____

BACKGROUND

- A. The Licensor and the Licensee entered into a Pine Harbour Marina Berth Licence relating to the grant of certain rights in respect of the Berth (defined in the berth licence) by the licensor to the Licensee.
- B. The Licensor has agreed to the Licensee granting a sub-licence to the Sub-licensee in respect of the terms outlined in this deed and in this notice dated in Schedule 1 & 2, on the condition that the Sub-licensee

OPERATIVE PROVISIONS

- A. The Sub-licensee confirms that they have read and understood the Berth Licence.
- B. In consideration of the Marina Manager agreeing to the Licensee granting a sublicense to the Sub-Licensee, the Sub Licensee covenants and agrees to be bound by and to observe the provisions of the Berth Licence in all respects as if the Sub-licensee was named in place of the Licensee in the Berth Licence, and to that end all of the terms of the Berth Licence and Marina Rules are deemed to be included as terms and conditions of this deed, except as provided in clause C below.
- C. Without limitation to the liability of the Licensee, clauses 4, 5, 8 of the Berth Licence shall have no application to the Sub-licensee.

Signed by the Licensee _____ Signed by the Sub-Licensee _____
(private renter)

Witness Signature _____ Witness Signature _____
 Witness Name _____ Witness Name _____
 Occupation _____ Occupation _____
 Address _____ Address _____

Signed for and on behalf of Pine Harbour Marina Management _____
Authorised Signatory