



Panuku Development Auckland Ltd
Level 1, 220 Quay Street
Auckland City
Phone: +6493551837

BERTH RENTAL AGREEMENT

Panuku Development Auckland Ltd ("Panuku") grants to the Customer a licence to use the Berth at the Marina for the purpose of berthing the Vessel, on the terms and conditions set out in this Berth Rental Agreement, the attached Terms and Conditions and the Silo and Viaduct Marinas Safety and Environment Rules (together, the "Agreement"). Any capitalised terms used in this Agreement have the same meaning as provided in the attached Terms and Conditions.

CUSTOMER DETAILS

Customer's Full Name: _____
 Company Name: _____
 Address: _____
 Phone Number: _____ E-mail: _____
 Emergency Contact: _____ Phone Number: _____

Guarantor: Where a company/trust name has been entered as the Customer, Panuku requires that a natural person guarantee the obligations of the company/trust to Panuku, in accordance with clause 23 of the Terms and Conditions.

In further consideration of Panuku entering into this Berth Rental Agreement, I _____ (Guarantor's Name) ("Guarantor") personally guarantee the performance by _____ (Company Name) of the terms and conditions of the Agreement.

VESSEL DETAILS

Vessel Name: _____ Vessel Model: _____
 Vessel Type: Yacht Launch Multi-Hull
 Vessel Length: _____ Overall: _____ Beam: _____ Draft: _____ Weight: _____
 Reg No: _____ Nationality Flag: _____ Registry Port: _____
 Is the Vessel equipped with holdings tanks? Yes / No

INSURANCE DETAILS

The Customer understands and acknowledges that it is a condition of this Berth Rental Agreement that the Customer holds protection and indemnity insurance cover of at least NZ\$10,000,000.00 (to cover any third party loss caused by the Customer or the Vessel) prior to arrival at the Marina, and maintains the same during the term of the Agreement.

I confirm that I have adequate insurance cover: Yes / No

ELECTRICAL CERTIFICATE

The Customer understands and acknowledges that if shore power is to be used, the Customer must have a current electrical WOF or equal International Electrical Certification and this must be shown to Panuku prior to connecting to shore power.

EWOFF No: _____ Expiry: _____

RENTAL PERIOD

Commencement Date (Date of Arrival): / / Expiry Date (Date of Departure): / / Ongoing: Initial

* The Agreement commences on the Commencement Date and thereafter remains in effect until the earlier of: the Expiry Date; the date the Agreement is terminated by either party giving 30 days' written notice to the other; or the date the Agreement is otherwise terminated by Panuku in accordance with clause 18 of the Terms and Conditions.

* Check-out time is 12pm.

* Termination of the Agreement is as per clause 18 of the Terms and Conditions.

* 'Ongoing' means for a period of no less than 12 months from the Commencement Date.

CHARGES *All prices are exclusive of GST unless otherwise stated.

Vessel Charge Rate: \$ _____ Electricity daily rate: \$ _____ Water daily rate: \$ _____
 Container Charge Rate: \$ _____ Rib assistance rate: \$ _____ Other: \$ _____ Bond: \$ _____

*Penalty Fee: \$ _____

Refer to the Terms and Conditions for terms and conditions of payment. Rates are subject to change as per the Terms and Conditions.

*The Customer will incur and be liable to pay the Penalty Fee to Panuku if the Customer: (i) elects the 'Ongoing' option in the section headed 'Rental Period' above; and (ii) terminates the Agreement prior to the expiry of the Initial Period. (See clause 18.7 of the Terms and Conditions).

I acknowledge receipt of the Terms and Conditions and agree to be bound by such terms and conditions.

Signed on behalf of the Customer: _____ Date: / /

Signed by the Guarantor (if applicable): _____ Date: / /

Signed on behalf of Panuku: _____ Date: / /