



Shaping spaces  
for Aucklanders  
to love

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

## BERTH RENTAL AGREEMENT

Eke Panuku Development Auckland Ltd ("**Eke 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, Eke Panuku requires that a natural person guarantee the obligations of the company/trust to Eke Panuku, in accordance with clause 23 of the Terms and Conditions.  
 In further consideration of Eke 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: (please circle one)  
 Vessel Length Overall: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Weight: \_\_\_\_\_ **Yacht | Launch | Multi-Hull**  
 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 Eke 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 Eke Panuku in accordance with clause 18 of the Terms and Conditions.  
 \* 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.  
 \* **Check-out time is 12pm.**

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

Vessel Daily Charge Rate: \$ \_\_\_\_\_ Electricity daily rate: \$ \_\_\_\_\_ Water daily rate: \$ \_\_\_\_\_ Bond: \$ \_\_\_\_\_  
 Container Charge Rate: \$ \_\_\_\_\_ Rib assistance rate: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_ \*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 Eke 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 Eke Panuku: \_\_\_\_\_ Date: \_\_\_\_\_

