

AUCKLAND CENTRAL MARINA BERTH RENTAL FORM

Please use this Berth Rental Form to apply for a licence to berth at Auckland Central Marina, operated by Auckland Council. Auckland Council has no obligation to consider or accept any application and may request further information before deciding whether to grant a licence.

If accepted, Auckland Council will grant 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, comprising this signed and completed Berth Rental Form and the [Berth Rental Terms and Conditions](#) (together, the "Agreement"). Capitalised terms used in this Berth Rental Form have the same meaning as provided in the Terms and Conditions, where defined.

CUSTOMER DETAILS			
Customer's Full Name:	(The Customer is the legal owner of the Vessel. Include NZBN, company number or other registration, if applicable.)		
Address:			
Phone Number(s):			
Email address:			
Address for invoices: (if separate to above)			
Emergency Contact Name and Contact Number:			
VESSEL DETAILS			
Vessel Name:	Vessel Model:		
Vessel Type:	Yacht ☐	Launch ☐	Multi-Hull ☐
Nationality Flag:	Registry Number:		
Vessel Dimensions	Overall Length:	Beam:	Draft: GRT:
TIE: Yes ☐	/ No ☐	Expiry date:	
I confirm that I, the Customer: ☐ Am the legal owner of the named Vessel and will provide evidence of ownership to Auckland Council if requested. ☐ Have sent/will send a copy of my Temporary Import Entry (TIE), if applicable, to the marina office with this application.			
INSURANCE DETAILS			
The Customer understands and acknowledges that it is a condition of the Agreement that the Customer holds adequate insurance cover prior to and throughout the Term of the Agreement including, under clause 17 of the Terms and Conditions: - Protection and indemnity insurance cover of at least NZ\$10,000,000.00 (or equivalent in local currency) to cover any third-party loss caused by the Customer, the Vessel or the Customers Invitees; - Marine Hull Insurance in respect of the Vessel; and - Other insurance cover for any property brought into the Marine.			
☐ I confirm that I hold, and will maintain, all insurance coverage required by the Agreement.			
☐ I confirm that I have sent certificates of currency of the relevant insurance to the marina office with this application and will forward any renewal documentation to the marina office promptly when received.			
ELECTRICAL COMPLIANCE			
Auckland Central Marina requires all vessels connecting to power to be compliant. Any arriving vessel wishing to connect to shore power must have their power cable inspected and tested to ensure the connection is compliant with NZ Standards.			
☐ I confirm I have sent a copy of my EWOFF to the marina office with this application, OR I have a foreign flagged vessel and I have provided a copy of my vessel registry; AND			
☐ I confirm I have sent a picture of my current test tag for my power lead, OR I understand that this is a requirement and will organise for my power cable to be inspected on arrival;			
☐ OR - I confirm I have not supplied either of the above and will not be using the electrical connection at any time.			

Important: Any Vessel that will use or may require Marina power must at all times maintain a valid EWO, ensure all leads are tested and tagged in accordance with New Zealand standards, and ensure any hard-wired connection to the Vessel is carried out by a NZ registered electrician. Auckland Council may require evidence of compliance, may inspect any electrical connection and, if any safety or compliance concern is not promptly remedied, may disconnect the Vessel from the power supply at the Customer's cost and risk. Please see clauses 13.1.26 – 13.1.28 and clause 24 of the Terms and Conditions.

RENTAL PERIOD

The rental period is:

☐ Short-Term (less than one month) ☐ Monthly (minimum one month) ☐ Long-Term (minimum 12 months)

Date of Arrival: _____

Expiry Date: _____ OR ☐ Agreement is Ongoing

Whether the Agreement is Short-Term, Monthly or Long-Term impacts on the charge rates, the notice period required for termination and the treatment of any Deposit. Please see the Terms and Conditions. An Ongoing Agreement has no fixed Expiry Date. However, where the Rental Period is a Long-Term rental period, the Agreement must remain in force for a minimum of 12 months, and where the Rental Period is a Monthly rental period, the Agreement may only be terminated by giving the notice required under the Terms and Conditions. If this Agreement is terminated before the expiry of the minimum term or without the required notice, an Early Termination Fee will apply.

Check-in time is from 12pm on the Arrival Date and Check-out time is 10am on the Expiry Date unless otherwise advised by Marina staff

CHARGES

For current rates, please see rates card provided by Auckland Council. Please refer to the Terms and Conditions for details of payment. Auckland Council reserves the right to update the provided rates card by notice, in accordance with the Terms and Conditions. The Berthage Fees are calculated by reference to the overall length of the Vessel in metres and a day's Berthage consists of a 24-hour period being 12pm until 12pm the following day.

TERMINATION OF AGREEMENT BY THE CUSTOMER

The Customer acknowledges that any notice of early termination given by the Customer **must** be in writing and provided in accordance with clause 21 of the Terms and Conditions.

BOND AND DEPOSIT (Auckland Council to complete)

☐ **Bond required.** Amount: _____ Payment date: _____

☐ **Deposit required.** Amount: _____ Payment date: _____

A Bond and/or a Deposit may be required. Failure to pay either Bond or Deposit by the required date may result in cancellation. Auckland Council reserves the right to require a Bond be paid or an existing Bond increased at any time during the Term. Please see clauses 6 and 7 of the Terms and Conditions.

GUARANTEE (Auckland Council to complete)

☐ **Guarantee required**
Auckland Council may require that the Customer procure a personal guarantee of its debts and obligations under the Agreement. Where this has been indicated, a guarantor's signature will also be required on this Berth Rental Form. Please see clause 29 of the Terms and Conditions.

AGENT FOR CUSTOMER (Agent to complete, if applicable)

This Berth Rental Form may be signed by an authorised agent on behalf of the Customer. Where this is the case, by completing this form the Agent confirms on behalf of the Customer:

☐ The Customer has expressly authorised the named Agent to act for the Customer in all matters concerned with, or arising out of, the Agreement, and Auckland Council will be entitled to deal with the Agent in all respects as if the Agent were the Customer on the basis that the Customer has been validly bound to the Agreement as a party; and

☐ The Customer will provide satisfactory evidence as to the Agent's identity and/or authority as requested by Auckland Council from time to time.

Name of Agent: _____

Please see the Customer's warranties as to the authority and appointment of any Agent under clause 4 of the Terms and Conditions.

An agent who provides any false declaration or information to Auckland Council through this form or in relation to the Agreement may be held directly liable to Auckland Council at law.

EXECUTION AND DECLARATION BY CUSTOMER

By signing this Berth Rental Form, the Customer agrees to be bound by the terms and conditions of the Agreement and represents that all information and declarations provided in this Berth Rental Agreement are true and correct.

Signed by, or on behalf of, the Customer: _____ Date: _____

Printed Name: _____ Position/ Title: _____

Important: This Agreement is effective from the date this Berth Rental Form is signed by both parties. It is the Customer's responsibility to read and understand the entire Agreement, including this Berth Rental Form, the Berth Rental Terms and Conditions and the relevant rules and policies prior to signing. Failure to do so does not exempt the Customer from its obligations or from any liability to Auckland Council.

Customer to attach:

- ☐ Copy of TIE
- ☐ Evidence of ownership of Vessel
- ☐ Evidence of required insurance
- ☐ Evidence of electrical compliance
- ☐ Evidence of authority of Agent to act for Customer (if applicable)

EXECUTION AND DECLARATION BY GUARANTOR (if applicable)

By signing this Berth Rental Form, the Guarantor named below acknowledges and agrees:

- ☐ I have read and understood the Agreement, including clause 29 of the Terms and Conditions;
- ☐ I have had the opportunity to obtain independent legal advice prior to signing this Berth Rental Form;
- ☐ In consideration of Auckland Council entering into the Agreement, I agree to personally guarantee the Customer's obligations to Auckland Council under the Agreement and to indemnify Auckland Council on the terms of the Agreement.

Signed by the Guarantor: _____ Date: _____

Printed Name: _____

COMPLETION BY AUCKLAND COUNCIL

FOR AUCKLAND COUNCIL OFFICE USE ONLY:

- ☐ Berth Rental Form fully completed and signed by Customer (and Guarantor, if required)
- ☐ Customer details entered into NG
- ☐ Payment details received and entered into NG
- ☐ Vessel details recorded, evidence of ownership (if required) and insurance policies received and entered in NG/Copy saved on file
- ☐ Evidence of Agent's authority to act for Customer received and satisfactory (if applicable)
- ☐ EWOFF or Registry received
- ☐ Berth confirmed
- ☐ Form signed by Auckland Council and copy sent to Customer (and Guarantor, if applicable)
- ☐ Form entered in NG/ Copy saved on file
- ☐ Customer gate tags provided

Signed on behalf of Auckland Council: _____ Date: _____