

## **Kerikeri Cruising Club Berth Rental Rules**

### **The Occupier of the Berth shall not:**

- Pollute or permit the pollution of the Marina or the waters of the Marine Environment.
- Discharge or dispose of any sewage, garbage, oil, fuel or other material in the Marina except into containers provided by the Club.
- Carry out refueling other than at the fuel jetty from the Club's pump, unless otherwise directed by the Club.
- Use Marina firefighting equipment for any purpose other than the fighting of fires.
- Swim, dive or engage in underwater activities other than the cleaning of hulls.
- Consume alcohol except on private vessels.
- Moor, sail or manoeuvre about as to create a danger obstacle or inconvenience to Marina users.
- Cut or modify any mooring lines on the berth or use any metal fittings to secure the vessel.
- Store any dinghy or tender on the marina or in a berth.
- Allow their vessel whilst moored to extend beyond the dimensions of their rented berth
- Engage in any significant maintenance work. The use of heavy machinery or grinders is not permitted. If planning anything other than minor repairs please discuss with Marina Manager.
- Engage in any kind of commercial activity whilst on the marina without permission, incl. loading / unloading of contrators, building equipment or paying guests.
- Operate a commercial or charter boat from this marina.

### **The Occupier of the Berth shall ensure that:**

- Whilst within the confines of the Marina, that the vessel, crafts and other property are fully insured. In absence of full insurance the Owner indemnifies the Club against all claims arising from the foregoing risks. Proof of Insurance must be provided to the Marina Office prior to occupying the berth.
- The Marina is provided with a copy of their Certificate of Currency for their vessels insurance.
- All dogs are led while on the Marina and in the surrounding native bush areas (Kiwi habitat).
- All halyards, lines, ropes, rigging and sheets are secured so that they do not create any noise.
- All mooring lines are adequate for the purpose of securing the vessel and comply with marina standards.
- All rental charges are paid in advance. Monthly rate only available on accounts paid in advance.
- Before connecting to the Marinas power supply that if power is used unattended that the boat has a current EWOFF & the lead is tagged (current) and take precautions to prevent the lead from sagging or falling into the water.
- That only one complete power lead is used and is entirely uncoiled whilst in use.

- All contractors commissioned to work on their vessel are fully insured & indemnifies the Club against any loss, expense, legal liability, claims and costs incurred by the Club arising as a result of the Renters acts or omissions or the acts or omissions of others to which the Renter has contributed or the acts or omissions of any persons invited into the Marina by the Renter.
- All vessels are kept in serviceable condition & repair so as not to obstruct or endanger other vessels.

The Club reserves the right to terminate this agreement at any time or to relocate the vessel at the Club's discretion. Cost of removal is responsibility of vessel owner.

Any outstanding accounts will incur a late payment penalty and may be passed to debt collection agency, any fees incurred in collection of debts will be added to the original account for payment.

### **Liability and indemnity**

The Club shall not be liable for personal injury to any person using the Marina or for any loss or damage to any boats within or about the Marina.

The Club accepts no responsibility for the adequacy or otherwise of the Marina or the Berth or the facilities of the Marina or for the loss or damage to any property or the death or personal injury of any person incurred or suffered within the Marina however it occurs and whether or not attributable to the acts or defaults of the Club or its employees, agents, contractors, licensees, or otherwise.

The Renter indemnifies the Club against any loss, expense, legal liability, claims and costs incurred by the Club arising as a result of the Renters acts or omissions or the acts or omissions of others to which the Renter has contributed or the acts or omissions of any persons invited into the Marina by the Renter.