

Licensee Berth Rental– Terms & Conditions

Pursuant to Licence cl 7.5, you hereby notify us that your Berth is vacant and that you appoint us (Kennedy Point Boatharbour Limited) to manage its use over the period of vacancy for rentals to third-parties on the following terms and conditions. It is your responsibility to read and understand these terms and conditions. If you do not accept them, please do not make your Berth available for rent.

1. **Term:** These terms and conditions apply (and you agree to be bound by them) from when you notify us via the Marina website (www.waihekeislandmarina.co.nz) that your Berth is available for rent and the period of vacancy for which you want your Berth included in our berth rental system. The term shall end at 11:59pm on the last date of the day of vacancy notified to us (**Term**).
2. **Vacant Berth:** During the Term you will ensure your Berth is vacant and you will not interfere with its use for rental purposes. Despite this, you will remain responsible for all your obligations under your Licence and the Marina Rules (as applicable).
3. **Management Agreement:** During (and prior to the commencement of) the Term, we will manage all aspects of the rental process, including the marketing and advertising of your Berth, the administration of the rental, and the management of the rental revenue generated.
4. **Rental Commission:** In consideration for us managing the rental of your Berth you agree to pay us a commission as a percentage of the rental revenue earned. The rate of commission will be as specified in our Marina Management Policies from time to time. The commission will be calculated monthly and deducted from the rental income before remittance to your nominated bank account or, at your request, held on account for you to offset against future expenses.
5. **Cessation of Rental Availability:** If during the Term you no longer wish your Berth to be available for rent you must give us as much notice as possible via the Marina website (www.waihekeislandmarina.co.nz), including the date and time when you wish to return to your Berth. Provided that your Berth is not already subject to a Berth Rental Agreement at the time you wish to return, or, if it is, that we have been able to relocate the vessel occupying (or intending to occupy) your Berth to elsewhere in the Marina, we will ensure your Berth is vacant for you and the Term will end upon your return. Where less than two weeks' notice of return is given under this clause, you agree to indemnify us for any costs and expenses incurred in relocating the vessel occupying your Berth.
6. **Responsibility:** It is your responsibility to read and understand these terms and conditions. If you do not accept these conditions, please contact us immediately.
7. **Interpretation:** Capitalised terms in this agreement have the same meaning as in your Licence.