

TRAILER PARK AND MARINA FACILITIES TERMS & CONDITIONS

TERMS OF PAYMENT

PARK HOLDERS: This Agreement is for a period of 1 year commencing on 1st Oct -30 Sept and TMS must receive payment IN FULL *prior to the renewal period* to ensure you are eligible to retain your park for the next year. Invoices will be sent out on/after 30 June each year payable by 20th Sept, thus allowing those who do not wish to retain their park to relinquish their park agreement prior to roll over.

UNPAID FEES: ALL PARK HOLDERS MUST PAY THEIR FEES BY THE DUE DATE SPECIFIED. ALL OUTSTANDING ACCOUNTS MAY INCUR INTEREST AND DEBT COLLECTION FEES.

PLEASE NOTE: If your boat is away from the park at any time e.g at home for maintenance or you have taken your boat with you on holiday etc. and you wish to retain the park, you will still be charged as if your boat is still in that park.

USE OF BOAT PARK

The Boat Park shall only be used by the Renter for the purposes of storage, maintenance, launching and retrieval of trailer boats.

The Renter shall not transfer, assign, sublet or otherwise deal in any manner with this Agreement. The Renter shall not permit any other person to use the Boat Park or the other associated facilities.

THE MAXIMUM OVERALL LENGTH

The maximum overall length of the park is 10m; therefore, your boat & trailer CANNOT extend past this point. When out on water, please DO NOT leave your vehicle and boat trailer hooked up in your park. This causes disruptions to other park holders. You are more than welcome to leave it hooked up and parked out on the grass area by Game Club, otherwise you MUST disconnect your trailer and park your car out in public car park.

INSURANCE

The park occupier, must keep their vessel, equipment and other property within the entire Marina complex fully insured against loss or damage by any reason and or/other usual maritime risks. As part of our Resource Consent and Management Agreement - it is a requirement for all vessels to be insured with a 'minimum of third party liability of 5 million' (no less) and a copy of your current insurance must be supplied to the marina office on/before your renewal date each year so please don't be offended if you are sent a reminder.

RISK AND INDEMNITY

The Renter uses the boat park and associated facilities entirely at their risk in every respect and the Marina Society shall have no liability to the Renter or any other person in respect of damage or loss suffered by the Renter arising out of the use of the Boat Park or the associated facilities by the Renter or any other person. The Renter shall indemnify the Marina Society against damage to the Renters property or loss of any kind sustained by the Renter or any other Renter arising out of or caused by the use of the Boat Park or associated facilities by the Renter or the contractors, employers or invitees of the Renter.

POWER AND OTHER SHORE SERVICES

The Park / Berth Occupier shall ensure that any use of power, water, sewage, pump or other shore service, complies with all the relevant regulations and rules governing the supply or discharge of power, water, sewage or other shore services. All electrical leads must be tagged and tested. Anyone using shore power within the marina must adhere to the regulations as set out by the Society.

For more information please contact Marina Office.



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DAMAGE

Any damage to other vessels or the Marina structure must be reported to the Manager. Any costs incurred by negligence of boat owners will be charged to the boat owner.

WHEN A BOAT ENTERS THE MARINA,

it immediately comes under the general jurisdiction of the Marina Management. Vessels are to be maintained in a seaman like manner. Vessels, which reflect unfavourably on the Marina, are not welcome. The Marina Manager is empowered to move vessels in an emergency. A set of keys should be left with the Marina Manager where vessels are unattended for long periods of time.

CHANGE OF VESSEL

Please advise Marina Management if you sell/change your boat so we can keep our records up to date and issue you with a new sticker. This will also help avoid any embarrassment, if asked for identification by Marina Management or Security.

TRAILER PARK STICKERS

Our park stickers are now dated each 30 Sep. E.g if your sticker has 30 Sep 20 on it that means your current rental agreement is only valid up until that date. Stickers WILL **ONLY be issued** to those on receipt of all fees being paid and proof of current insurance. Remember if your sticker is not displayed on your boat, your access to the park may be denied unless you can provide proof that you are a fully compliant park holder.

GATE CARDS/TAGS

You are issued one card/tag at commencement of your agreement at a cost of \$25. If you lose your card, please advise Marina Management immediately to stop non-paying park holders /or members having unauthorised access to our park and marina facilities.

Replacement cards/tags cost \$25 incl. GST.

PLEASE NOTE: PARK HOLDERS ARE NOT MEMBERS OF THE MARINA SOCIETY, HOWEVER AS PART OF YOUR AGREEMENT THEY MUST ADHERE TO ALL THE SOCIETY'S TERMS & CONDITIONS AND RULES & REGULATIONS.

TERMINATION

If any provision of this Agreement is breached, then the agreement will immediately cease but without releasing the Renter from any liability because of any breach or unpaid fees.

WASH DOWN AREA –

Please be aware of holding up others and the wastage of water. The Marina Society is on meters and pay for all water consumed. As matter of interest a garden hose left running on full equates to approximately 1 cubic metre every 10 mins! (1 cu metre = 1 ton of water) **PLEASE BE AWARE OF WATER USAGE!!**

If you need to have work done on you trailer you do have the option of being able to put your boat on side of pontoon at the launching ramp. Please do not help yourself to this spot however unless you have booked with the marina office first.

**FOR HAUL OUT, WORK BERTH, GRID OR MAST DERRICK FACILITIES,
PLEASE BOOK WITH THE MARINA MANAGER.**



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Please also refer to our 'Marina Regulations & Policies'

PART II – DEFINITIONS

“Boat Park” means the park as described in the Trailer Park Holder Agreement.

“Renter” means the person or entity named in the Trailer Park Holder Agreement.

“Default rate” means the Marina Managers bank overdraft interest rate plus a further 4% per annum.

“Facilities” means the foreshore areas, parking areas, driveways, landscaped areas, toilets, launching ramp and other facilities constructed or placed on, or in, the Marina Area.

“Marina” means the relevant marina facility in which the Berth Occupier is keeping a vessel or interest and includes the Marina Structures, access ways, all facilities and services.

“Marina Management” means the body appointed to run the Marina business and to bind the Marina in its legal affairs and includes its successors and assigns.

“Marina Regulations & Policies” means the rules established by the Marina Management as contained in this agreement and those published and updated by the Marina Management from time to time.

“Nominated Vessel” means the vessel specified in the Trailer Park Holder Agreement. Details of any other vessel nominated by the Park Occupier by notice in writing to the Marina Management.

“Services” means the power, water and any other services provided for the benefit of the Park Occupier in the Marina.

“Structures” means the breakwater, fingers, jetties, fuelling jetty, loading jetty, piles and other structures constructed or placed on or in the Marina Area.

“Term” means the period commencing on the Commencement Date and ending on the Termination Date.

“Termination Date” means the date specified in the Trailer Park Holder Agreement, or a date specified in a notice to terminate this agreement giving the required written notice period as described in the Rental Agreement.

“Working Day” means any day of the week other than; (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, Waitangi Day and Auckland Anniversary; and (b) a day in the period commencing with 24 December in any year and ending 5 January in the following year. A working day shall be deemed to commence at 9.00am and terminate at 5.00pm.

“Boat Length” to mean the Extreme Length of boat including trailers, all appendages and attachments:

EMERGENCY SERVICES

Fire / Ambulance / Police 111

Marina Office 07 578 8747

National Poisons Centre 0800 764 766

BOP Regional Council

Pollution Hotline 0800 884 883

Tauranga Harbourmaster 0800 884 880

Tauranga Coastguard 07 578 5579

TAURANGA MARINA SOCIETY INC

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