

TERMS AND CONDITIONS FOR LICENCE TO OCCUPY BOAT PARK BACKGROUND

- A. Tauranga Marina Society has available for use the Boat Park/s.
- B. Tauranga Marina Society has agreed that you may use the Boat Park/s as identified in the Particulars and have entered into this licence to record the terms and conditions on which you may use the Boat Park/s.
- C. The boat park is access controlled with security lighting, CCTV footage continuously recorded and security on site from 1900 to 0700 7 days.
- D. The boat park has a designated wash, ablution area and recycling / garbage facilities available for your use.

TERMS AND CONDITIONS

1. Interpretation

In this licence unless the context otherwise requires:

- (a) Where obligations bind more than 1 person those obligations shall bind those persons jointly and severally; and
- (b) The benefits and burdens shall be binding upon the parties and their respective successors, executors, administrators and personal representatives, and references to the parties shall be construed accordingly.

2. Agreement to Grant Licence

2.1 Tauranga Marina Society grants to you the licence and right to use the Boat Park/s upon the terms of this licence.

2.2 Tauranga Marina Society may from time to time allocate to you a different boat parking spaces in the Property in lieu of the Boat Park/s.

3. Term

3.1 The Term of the licence shall be that provided in the Particulars.

3.2 At the end of the Term the licence shall automatically renew in respect of the Boat Park/s for a further 1-month period. The renewed licence shall be on the same terms and conditions as this licence including this clause.

4. Licence Fee and Licence Fee Reviews

4.1 You shall pay the Licence Fee to Tauranga Marina Society at the rate stated in the Particulars or as otherwise fixed pursuant to this licence.

4.2 The Licence fee is month to month paid annually in advance. The Licence Fee shall be paid without deduction or set-off by automatic bank authority, or as Tauranga Marina Society may, in writing, otherwise direct.

4.3 Tauranga Marina Society has the sole right to decide the policy from time to time as to the licence fees applying to Tauranga Marina Society's boat parks. Tauranga Marina Society may review the Licence Fee at its discretion. Tauranga Marina Society shall provide you with 1 month's written notice specifying the new Licence Fee and the Effective Date.

5. Use of Boat Park/s

5.1 The right to use the Boat Park/s is exercisable twenty-four hours a day and seven days a week.

5.2 Each Boat Park shall only be used for parking 1 boat or 1 trailer, of a type and size appropriate to the designated boat parking space, which is owned or used by you and/or your employees and invitees.

5.3 You shall not park any vehicle in the Boat Park/s or in the parking areas of the Property or across the Property's entrances and accessways in any manner that will obstruct any other users of the parking areas of the Property.

5.4 You shall:

(a) not carry out any boat or trailer maintenance, nor wash any boat or vehicle, nor refuel, nor spill oil or other damaging substances anywhere on the Property or its surrounds except for boat and motor washing in the designated boat wash area;

(b) on demand, reimburse Tauranga Marina Society the cost of making good any damage caused by you to the surface of the Property or its surrounds;

(c) not store any fuel, oil, flammable, combustible, hazardous substance or other damaging substance anywhere on the Property or its surrounds, other than reasonable on-board or in-board storage of fuel in the appropriate fuel storage tank;

(d) not operate any boat motor other than in the designated boat wash area;

(e) not install or affix any item to any part of the boat park facility or modify the designated boat parking space;

(f) not display any sign or notices at the designated boat parking space or elsewhere on the Property;

(g) not clean fish or dispose of any bait, fish or food scraps on the Property or in the recycling bins;

(h) keep the designated boat parking space and the facilities on the Property in a clean and tidy manner free of rubbish;

(i) leave the designated boat parking space in a clean and tidy manner free of rubbish and your property, equipment and goods at the end of the licence Term;

(j) on demand, reimburse Tauranga Marina Society the cost of cleaning up or making good any damage caused by yourself, your employees or invitees to the surface of the boat parks, the access gate or access controls and swipe tag, the security lighting and fencing, the boat wash or their surrounds; and

(k) have in place adequate pollution clean-up protection measures and shall promptly and safely clean any areas of the Property affected by spillage.

(l) supply a current insurance certificate to the Tauranga Marina Society administration covering the nominated boat - minimum of \$ 5 million in public liability.

- (m) apply a Tauranga Marina Society yearly identification sticker to the nominated boat.
 - (n) allow only the nominated boat to use the boat park / slipway. No guest boats to be launched off the boat park slipway.
 - (o) not park in the Tauranga Marina Society hardstand area.
 - (p) that the hardstand area is designated a Dangerous Workplace and should be treated as such. Always give Hardstand operations the right of way.
 - (q) not live aboard the boat.
 - (r) not connect your boat to electricity while the boat is unattended or run power leads across the roadways.
 - (s) agree to comply in all respects with Constitution and Policies of the Tauranga Marina Society.
 - (t) ensure the boat and trailer do not stick out the boat park.
- 5.5 It shall be acknowledged that no financial gain from the use of the boat park shall be obtained by you (such as, but not limited to, using the boat park as a base for the sale of boat/s).
- 5.6 You shall comply with Tauranga Marina Society's directions regarding health and safety and so far as is reasonably practicable, shall consult, co-operate and co-ordinate with Tauranga Marina Society in respect of health and safety matters.
- 5.7 You shall ensure that any employees, invitees or other persons lawfully permitted to use the Boat Park/s comply with the obligations set out in this licence.
- 5.8 It shall be acknowledged that the Boat Park/s is adjacent a marine haulout facility and that the Tauranga Marina Society has not control over airborne dust and overspray that may drift over the Boat Park area. The Tauranga Marina Society recommends that all boats stored in the Boat Park are fitted with a cover.

6. Licence not Assignable

You shall not assign, sublicense or otherwise use or deal in any manner with this licence or the Boat Park/s.

7. Risk and Indemnity

7.1 You shall use the Boat Park/s entirely at your risk in every respect. Tauranga Marina Society shall have no liability to you or any other persons for any damage or loss whatsoever suffered by you or other persons in respect of the Boat Park/s and its use and whether to themselves, their motor vehicles and their contents, or otherwise.

7.2 Notwithstanding anything else contained in this licence and to the extent permitted by law, you shall indemnify Tauranga Marina Society against all or any actions, claims or demands that may be made against Tauranga Marina Society, and against all damage or loss suffered by Tauranga Marina Society, resulting from any act or omission on the part

of you or your agents, employees, contractors or invitees. You shall recompense Tauranga Marina Society for all expenses incurred by Tauranga Marina Society in making good any damage to the Property resulting from any such act or omission. You shall be liable to indemnify only to the extent that Tauranga Marina Society is not fully indemnified under any policy of insurance to which you contribute or are an insured party.

8. Termination

8.1 Either party may terminate this licence upon 1 month's written notice. You must remove any boat or trailer and other goods from the Boat Park/s by the expiry date of the notification period.

8.2 If at any time any of the following occur:

(a) the Licence Fee is in arrears for seven (7) days;

(b) any provision of this licence is breached by you;

(c) you are declared bankrupt;

(d) Interferes with anyone else's boat or trailer without authorisation on the Property or within the marina compound.

8.3 Tauranga Marina Society may immediately terminate this licence and remove any boat or trailer or other goods in the boat park or the Property. At the same time all your rights and interests under this licence shall terminate, but without releasing you from any liability because of any breach of this licence or unpaid licence fees.

9. No Lease

This licence does not create any lease, tenancy or interest in the Property or the Boat Park/s.

10. Tauranga Marina Society

Trailer Park Users acknowledge that they are not members of the Tauranga Marina Society, however as part of your agreement you must adhere to all the Society's Terms & Conditions, Policies, Rules and Regulations.

11. Access FOB

11.1 An access FOB will be issued in accordance with the Particulars to allow entry to the Property. You acknowledge that the FOB issued remains the property of Tauranga Marina Society and shall be returned to Tauranga Marina Society on termination of this licence.

11.2 For the avoidance of doubt, a fee of \$35 per FOB issued is payable upon receipt of the FOB(s). There is no fee or payment refundable on return of the FOB(s) at termination of this licence.