

WANAKA MARINA LIMITED (“Company”)

TERMS & CONDITIONS FOR USE OF MARINA

The following terms and conditions are to be read in conjunction with the licence to occupy issued by the Company at the time of share purchase:

1. Only craft in seaworthy condition shall be admitted to berthing areas.
2. Any situation aboard any craft or any personal equipment on the piles or walkways which, in the opinion of the management, constitutes a hazard, or a health menace, or a danger to public safety, must be corrected immediately by the licence holder.
3. Smoking is strictly prohibited anywhere within the Marina.
4. In the event of an emergency, the management is authorised to enter a craft, move the craft or make any necessary repairs to ensure safety of all persons, the Marina and other berth holder’s craft.
5. Any costs incurred by the Company arising from any negligence of craft owners will be charged to the licence holder concerned.
6. Advertising is not permitted on the Marina structure.
7. Noise must be kept to a minimum at all times.
8. Long term or permanent living aboard craft within the Marina bounds is absolutely prohibited.
9. Children and pets must be controlled and kept under constant adult supervision to ensure the peace and privacy of other Marina users. Dogs must be kept on leads at all times and not permitted to foul the Marina.
10. Marina management must be advised of any change of address, phone numbers etc. to enable them to contact a licence holder and craft owner, or representative of each, in the event of an emergency.
11. No swimming, fishing or diving is permitted from any part of the Marina.
12. Bilges must not be discharged overboard within the Marina. Treated and/or untreated sewerage from craft to be pumped out at the public jetty.
13. The wake of all craft operated close to the Marina must not cause nuisance or damage to berths, boats and their occupants. Boat speed is limited to the minimum safe maneuvering speed (maximum 5 knots).
14. No alterations shall be made to any berth or any other part of the Marina without the prior written consent of the Company.
15. (a) No floating berth or dock or other addition (“addition”) shall be made without the prior written consent of the Company, and the Company’s consent may be given subject to such conditions as the Company sees fit to impose. If the Company does consent to the installation of any addition, such addition must be securely fastened in

accordance with the requirements of the Company and any other body having jurisdiction, and must not thereafter be moved without the prior written consent of the Company. The licence holder must remove the addition at the end of the term of the licence if required by the Company.

- (b) The licence holder must pay the Company's costs and expenses related to any application for consent to an addition, whether or not consent is given. If an addition is approved, the licence holder must pay all costs related to the installation, re-location, maintenance, inspection and removal of the addition.
 - (c) The licence holder must repair and make good any damage to the Marina or to any other property caused by the installation or ongoing presence of the addition, and shall indemnify and keep the Company indemnified from any claims, costs, or losses made against or incurred by the Company as a result of the installation or on ongoing presence of the addition.
 - (d) If any engineering advice is required by the Company to assess any application for an addition, then the Company will appoint the engineer at the cost of the licence holder. If any modification is required to the Marina's structure in order to accommodate the addition, the licence holder must inspect and maintain the modifications in accordance with any recommendations in the engineer's report, and a copy of the engineer's report will be provided to the Company.
16. It is the licence holder's responsibility to ensure that any craft using his/her berth is at all times secure in the berth in a seamanlike manner, and that the craft's deck fittings are of sufficient strength and design to ensure this requirement. Craft are not to be berthed at access ways to the Marina or moored in a way that any part of the craft covers an access way
17. Mooring lines are the licence holder's responsibility to maintain and replace as required. Should, in the management's opinion, any pleasure craft not be moored correctly, or the mooring lines not be in good repair, such steps as deemed necessary to ensure the safety of the craft and Marina shall be taken, and any cost involved charged to the licence holder.
18. Mooring lines shall be fixed to the Marina by looped splice through the mooring ring, and when not in use should not be left so as to cause a hazard on an access way. Mooring lines must be made of sinking ropes only.
19. Mooring lines or other fixed lines must not be run from the walkway to the centre pole (unless they are of the approved buoyed type), and no line or other thing shall be attached to the centre pole which impedes the free flow of the sliding ring on the centre pole.
20. Licence holders wishing to let their berths may do so but are required to advise the Marina management of all relevant craft and contact details for emergency and security purposes. Licence holders must supply a copy of these terms and conditions to person who will be using the berth, and must ensure that the user complies with these terms and conditions. The licence holder must arrange for any temporary user to sign these terms and conditions before using a berth.

Licence holders must ensure that;

- (a) The temporary user has arranged insurance cover that will cover the user's occupation of the Berth and Marina, including public liability, damage to the Marina and salvage cover;
- (b) A label with the temporary user's contact details is attached to the user's boat in a position that can be seen from the finger (labels are available from Crowe Horwath, 21 Brownston Street, Wanaka).

The licence holder shall be liable for any costs incurred by the Company in enforcing these terms and conditions or for any damage or costs caused by the user. A minimum fee of \$100 per hour will be charged to the licence holder for any director's time required to deal with any issue arising from a breach of the above terms.

- 21. In the event of an accident whilst maneuvering in the Marina which involves damage to the Marina, another craft or personal injury, no matter how small, the incident must be reported to the Marina management.
- 22. The power supply on the Marina may be used only in accordance with all appropriate electrical regulations. Power cables should not cross the walkway, and should be securely attached.
- 23. Due to the risk of spillage when refueling from containers, licence holders are required to use the refueling facility situated at the northern end of the Marina, except where refueling from containers of 10 litres or less.
- 24. Alterations and additions to the Marina structure are not permitted unless approval has been given by the Marina management.
- 25. A transfer fee of \$175.00 plus GST is payable to the Company in order for the Company to record and approve any transfer of a licence to occupy associated with the transfer of a Marina berth.
- 26. Craft of over 10 metres in length must not berth in a 10 metre+ berth at the Marina without the prior written consent of the Company.
- 27. Licence holders must promptly remove their craft from the berth and/or Marina when instructed to do so by the Company or manager to enable maintenance to be carried out, or due to a threatened flood event, or for any other reason which the board of the Company may reasonably require.

DATED this _____ day of _____ 20

Accept Terms and Conditions

Signed _____ Shareholder