

# Agreement to Moor Vessel – Holmes Wharf



## Application Details

Name: ..... Date: .....  
*Surname First Name*

Address: .....  
.....

Postal: .....

Phone: .....  
*Daytime Evening Mobile*

Email: .....

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## Vessel Details

Name of Vessel: ..... Type of Vessel: .....

Length: ..... Beam: ..... Draught: .....

**Please attach a photo of the Vessel to be berthed** – it is important that in the event of a boat slipping from its berth, the Waitaki District Council holds up to date information regarding boat names, descriptions and types, so that a boat can be returned to the correct place.

**If you change the boat attached to the berth, please inform the Council so that we can update our records.**

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Holmes Wharf Harbour Berth Number:

*To be allocated by Council*

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## Location

Please provide a GPS location in NZTM 2000 (New Zealand Transverse Mercator Projection) format.

To help ensure safe mooring/navigation accurate GPS coordinates are required. When undertaking your own recording, please ensure you are recording the position of the **weight** and **not** the buoy. To obtain accurate coordinates, you may need to take several readings over a period of time and average the results.

Accurate GPS Location: E \_\_\_\_\_ N \_\_\_\_\_

NOTE: This should be two seven digit numbers for example E1415593 N4923363

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**Assessment of Effects on the Environment**

Within a reasonable distance of the activity are there

- (a) Obvious signs of fish, marine mammals, birds, aquatic plants etc.?
- (b) Recreational activities carried out (e.g. swimming, fishing, rowing)?
- (c) Areas of particular aesthetic or scientific value (e.g. archaeological sites)?
- (d) Areas or aspects of significance to Iwi?
- (e) Will hazardous or toxic chemicals be used or stored on the vessel (e.g. fuel)?

Yes	No	Not Known

If you have answered yes to any of the above, describe what steps you propose to take to mitigate any effects.

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*Noxious pest plants*

Will you ensure that the boat is regularly inspected and all noxious weed material is removed from it and disposed of appropriately onshore? Yes / No

*Harbour Berth Liabilities*

The Waitaki District Council:

- (1) Is not liable in any event for the position, inefficiency or insecurity of the berth;
- (2) Is not responsible for any damage that may arise to any vessel permitted to use a Harbour berth;
- (3) May investigate a Harbour berth site which has been left vacant for an extended period;
- (4) May take action against anyone discharging harmful substances into the harbour.

This agreement is between the Waitaki District Council and the party specified on this Agreement. Both parties agree this agreement relates solely to space and no undertaking is offered or expected regarding safety, fitness for purpose, security, etc.

The Harbour Berth holder agrees to:

- To pay berth fees of \$1,000.00. ***Initial payment is to be received by Council along with completed application.***
- **Maintain the security of the Wharf at all times. Keep the key safe and not identify the key or keys in any way that could be detrimental to Wharf security.**
- **The berth holder is not to lend the key or keys issued to any other party**
- **Remove all rubbish, refuse and contaminants from the Wharf**
- **Comply with all maritime rules and obligations to protect the marine environment from harmful substances.**
- **Comply with all maritime rules and obligations to keep to 5 knots or less within 200m of the shore or 50m from another person or vessel.**

Council accepts no liability for any action whatsoever arising from this arrangement or the use of or associated with the berth. Any breach of these conditions will be sufficient grounds for Council to cancel this agreement.

By signing this agreement you agree that contact information may be shared with other agencies.

The granting by Council of this right to berth a vessel is granted specifically to the Harbour Berth Holder and is solely at Council's pleasure and may be revoked or terminated at any time by Council. Should this right to berth be terminated by Council then the Harbour Berth holder remains liable for all outstanding fees, expenses etc, and any cost incurred by Council in terminating this arrangement e.g. removing a vessel from the Harbour.

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Signature of Applicant:

Approved by Council:

Date:

Date: