

LEASE OF STARLING YACHT

Manufacturer's Serial No

BETWEEN Moore Coaching Services NZ ("the Lessor")

AND ("the Lessee")

Administrator and Lessor's Agent:

Address for collection at commencement and for return of boat and gear:

BY THIS AGREEMENT made the

BETWEEN Moore Coaching Services NZ (called "the Lessor")

A N D (called "the Lessor")

THE LESSOR AND THE LESSEE AGREE as follows:

1. LEASE

The Lessor leases to the Lessee and the Lessee takes on lease from the Lessor the Starling Yacht gear and beach trailer (*"the leased property"*) described in Schedule A for the term at the rent payable and on the terms and conditions contained in this Lease Agreement.

2. LEASE PERIOD

The term of the lease shall commence onand expire on

3. LEASE FEE (RENTAL)

The Lessee agrees to pay the Lease fee for the yacht gear and beach trailer to the Lessor's agent as follows:

(a) The sum of \$inclusive of GST.

4. BOND

4.1 The Lessee shall provide a FOUR HUNDRED DOLLAR (\$400.00) damage bond.

4.2 The Lessee agrees that in the event of material unrepaired damage to the yacht or its gear, or if the vessel is found to be damaged and/or with fittings missing, at the expiry of the lease term or its earlier termination, the Lessor or the Lessor's agent shall be entitled to apply the bond amount to the extent required to reinstate the boat and/or gear and/or to complete repairs.

4.3 The Lessee's liability for reinstatement or repair is not limited to the award of the bond.

5. PLACE OF PAYMENT

The Lessee shall make all payments to the Lessor in accordance with the invoice raised when this agreement commences.

6. PLACE FOR COLLECTION OF YACHT EQUIPMENT AND BEACH TRAILER AT COMMENCEMENT AND FOR RETURN AT THE END OF THE LEASE PERIOD

6.1 1 Selwyn Street, Motueka, Tasman 7120 or as otherwise agreed.

6.2 The boat and its equipment will be returned washed and with all fittings and equipment replaced as supplied at the commencement of this Lease.

7. OWNERSHIP OF THE LEASED PROPERTY – NO SUBLEASING

The Lessor retains full title and ownership to the yacht, gear and beach trailer and the Lessee shall not purport to charge or borrow against the leased property or pledge the credit of the Lessor or its agent and shall not sublease the leased property.

8. RESPONSIBILITY FOR LOSS, DAMAGE AND REINSTATEMENT

8.1 The Lessee is responsible for any loss, cost of repairs or cost of reinstatement to the leased property.

8.2 The Lessee agrees that any repair of damage to the hull or foils shall be carried out by a repairer approved by the SCA at the expense of the Lessee (who shall have the right of recourse to the insurance to fund such work).

9. OPERATION AND CARE – NO MODIFICATION

9.1 The Lessee shall at all times ensure that the yacht, equipment and trailer are used solely for the purposes intended. The Lessee shall not modify the hull, or appendages in any way except that:

- (a) a compass may be tied or taped to the hull.
- (b) wind indicators including yarn or thread may be tied or taped anywhere on the boat.
- (c) hull centre board and rudder may be cleaned, but only with water.
- (d) adhesive tape may be used anywhere above the waterline.
- (e) use of marker pens on hulls is not permitted.
- (f) any stickers or tape that has been applied to the boat must be removed before the boat is returned that were not already provided by the Lessor.
- (g) sanding of any part of the hull or foils is not permitted.

9.2 The Lessee must at all times and at the cost and expense of the Lessee keep and maintain the yacht, gear and beach trailer in working order and condition and storage under cover and/or employ the supplied cover to shelter it from weather when not in use.

12 EXPIRY AND RETURN OF LEASED PROPERTY

Upon the expiration or earlier termination of this Lease the Lessee shall deliver up the yacht, gear and beach trailer to the Lessor at the address of the Lessor's agent in good repair, order and condition, reasonable fair wear and tear excepted.

The Cover Sheet to this Agreement and the particulars shown on it form part of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the date entered on page 1.

SIGNED by)
Gareth Moore) _____
as Lessor's Director)

SIGNED by)
) _____
as Lessee)

SCHEDULE A

The leased property

Starling Yacht

Colour: White
Mackay Boats Ltd Manufacturer's
Serial No:
Equipment: Hull, including manufacturer's attached fittings;
Rudder stock, rudder blade, tiller, tiller extension,
bailer;
Mast, stays, wind indicator, boom, running rigging,
mainsheet;
Sail;
Boat cover,
Beach trolley.