

OBC MARINA

MARINA BERTH RENTAL AGREEMENT

MARINA USER OBLIGATIONS

The OBC Marina Administration requires the following items **before** your arrival:

- ❖ Marina Rental Agreement Form signed – Schedule 1
- ❖ Payment of your first quarter's rental in advance (if an OBC owned berth)
- ❖ A copy of your vessels Insurance Certificate showing \$5,000,000 Third Party Liability
- ❖ A copy of your vessels Electrical Certificate of Compliance or current Electrical Warrant of Fitness where applicable.

OBC MARINA

SCHEDULE 1

OBC Marina Rental Agreement

MARINA USER DETAILS:

Name: Christian: _____ Surname: _____
Address: Street: _____
Suburb: _____ Postcode: _____
Phone: Home: _____
Work: _____ Email: _____
Mobile: _____
Fax: _____

VESSEL DETAILS:

Name of Vessel: _____ Make of Vessel: _____
Length of Vessel: (Waterline) _____
Length of Vessel: (Overall) _____
Colour: (Hull) _____ Cabin _____ Fuel Type: _____
Insurer of Vessel: _____ Radio Call Sign: _____
Sewerage Holding Tank and/or Sewerage Treatment Station: YES / NO

Berth Rental Period from _____ to _____

Are there any Partners in this vessel: YES / NO

Copy of Schedule 1 completed by Partner: YES / NO

I acknowledge receipt of a copy of the marina rules and terms of berth occupation and agree to be bound by such rules.

Signed by Marina User: _____ **Date:** _____

BERTH NO:	<input type="text"/>	BERTH SIZE:	<input type="text"/>	SECURITY CARD NO:	<input type="text"/>
PARKING PERMIT No:	<input type="text"/>	\$5,000,000 THIRD PARTY LIABILITY INSURANCE:	<input type="text"/>	INSPECTION DATE:	<input type="text"/>

OBC Marina, Hobson Bay, Auckland, New Zealand
P O Box 42056, Orakei, Auckland Telephone/Fax: 09-5220774
Email: membership@obc.co.nz Website: www.obc.co.nz

OBC MARINA

ELECTRICITY (SAFETY) REGULATIONS 2010

We certify that whilst our vessel is at the OBC Marina we propose to use:

EITHER 1. CASUAL USAGE

Please Tick

Use the power on an irregular basis for the purpose of minor work on vessel, i.e. vacuuming vessel, dehumidifier etc. and would be for a small number of hours only. No special fitting required however any power tool used by a service person would require a current test tag.

OR 2. OVERNIGHT USAGE

Please Tick

Use the power on a more regular basis for the purpose of recharging batteries overnight, dehumidifier etc. Special fitting PDL 56P316 plug top fitted to supply cord is required for this purpose.

Or 3. PERMANENT USAGE

Please Tick

To permanently connect for the purpose of freezers, alarms, etc. Fitting PDL 56P316 Round pin plug top is required for this purpose. Current Certificate of Compliance and/or current Electrical Warrant of Fitness must be in place for this connection.

Vessel Owner Name: _____

Berth No: _____

Boat Name: _____

Warrant No: _____

Date Issued: _____

Expiry Date: _____

Signed: _____

Date: _____

For Office Use:

Inspected by OBC Staff: _____ Date: _____

OBC MARINA

It is intended that the information below will assist you in understanding how the 2010 Electricity (Safety) Regulations - Electrical Installations AS/NZS 3004.2:2008 are specific to Marina and affects you and your use of the Marina's Reticulated Power Supply. Should you have any further questions please ask one of the marina staff or contact an approved Electrical Inspector.

BACKGROUND:

The 2010 Electricity (Safety) Regulations places the onus on the supplier of the electricity to ensure that the connected vessel has a current Electrical Warrant of Fitness. Like all marinas in Auckland, OBC provides 240-Volt electricity to all berths with 16Amp connections. As the supplier to the end user it is our responsibility to check that all vessels that use power on a continuous basis hold an Electrical Warrant of Fitness for their vessel. Due to this fact and the large penalties involved, the Marina Manager is careful to maintain a watch over all users.

The Regulations were put before Parliament so that a set of guidelines could be set for as much as a vessel in a marina, as a caravan in a caravan park.

WHAT IS REQUIRED:

There are two users of electricity in any marina, those who use the marina's reticulated power supply on the odd occasion for such things as a power drill but who do not connect to the marina's supply on an ongoing basis. The second type of user is one who has the marina's reticulated supply connected to their vessels own reticulated supply continuously for such things as supplying power to a trickle battery charger or to maintain a deep freezer.

Should an infrequent user wish to be connected then all they have to do is make sure they have the correct 'male' plug for the sockets that are in use at OBC and ensure their equipment is safe to be connected, e.g. an approved current safety tag.

However a user who wishes to continually be connected is required to consider much more of the regulations contained in the Act. These include such things as restricting the connection cable to be only one length of cable, with no joins, which for example can be no longer than 20 metres. Other details of the regulations can be read in the Electricity (Safety) Regulations 2010 or by discussing your question with one of the registered Inspectors.

THE INSPECTION:

All that is then required by the user who wishes to be continually connected to the marina's reticulated power supply is an Electrical Warrant of Fitness which is gained from any registered Electrical Inspector. In a similar manner to gaining a car Warrant of Fitness the Inspector will view the vessel, and then either grant a Warrant or request that some alterations or changes be made before he returns and re-inspects the completed additional work.

THE WARRANT:

Once your vessel is successful in being granted an Electrical Warrant of Fitness you will be pleased to know that it is valid for three years.

It is then your responsibility to provide a copy of it to any marina who requests to see it, in addition to making sure it is installed in a place onboard your vessel where it is easily seen from the dock.

The Marina Manager will maintain a watch over the parts of your connection that can be viewed to check for example that you are continuing to use a single non-jointed cable between the vessel and the shore.

OBC MARINA

MARINA RULES

Update August 2013

(To be read in conjunction with the Berth Licence)

The following Rules apply to all users of the OBC Marina facilities. The Rules are provided for the efficient, safe and harmonious use of the Marina. These Rules apply to all Users (Licensees), i.e. Berth Owners, Renters, Occupiers, Visitors etc.

- 1.0 The following Rules are issued in accordance with and subject to the Marina Berth Licence. The Outboard Boating Club of Auckland is the Licensor.
- 1.1 In addition, everyone using the OBC Marina facilities must comply with the ByLaws of the OBC.
- 1.2 The Licensee or user must, within one month of first berthing the licensee's or user's boat, submit it for inspection in terms of Section 6 of the OBC By-Laws.
- 1.3 It shall be the Licensee's responsibility to advise a user of these Marina Rules and of the boat inspection rule in particular.
- 1.4 All of these Rules apply to a user as much as they do to a Licensee.

- 2.0 RECREATIONAL BOATS ONLY**
- 2.1 The Licensee shall only use the berth for berthing the nominated boat while that nominated boat is used for recreational boating purposes only.

- 3.0 MAXIMUM DIMENSIONS OF BOAT**
- 3.1 The Licensee shall at no time allow any part of any boat moored in the berth to extend beyond the maximum dimensions of the Berth or over any walkway.

- 4.0 VACATE BERTH**
- 4.1 The Licensor may at any time require the Licensee to vacate the berth either on a temporary or permanent basis and to take up another suitable berth within the Marina.
- 4.2 If the Licensor requires the Licensee to permanently vacate the Berth:
 - (a) The Licensor shall take all such steps as are reasonably practicable to ensure that the new berth is similar in size, value and location as the berth;
 - (b) The Licensor will not be liable to pay any compensation in respect of which change of berth;
 - (c) The terms of this Licence shall apply to the new berth.
- 4.3 The Licensor may use the berth in case of emergency and may require the Licensee to vacate the berth to enable the Licensor to carry out repairs or maintenance and in either such case the Licensor shall not be obliged to provide an alternative berth.

- 5.0 SECURITY OF BOAT**
- 5.1 The Licensee shall use only standard mooring lines as specified by the Licensor from time to time for the purpose of mooring any boat to the berth.
- 5.2 The Licensee shall pay the cost of providing, attaching, repairing and replacing the mooring lines from time to time in accordance with the instructions of the Licensor.
- 5.3 The Licensor may by notice in writing to the Licensee require the Licensee to repair the fastenings on any boat in the berth so that they safety secure such boat.
- 5.4 If the Licensee fails to comply with any such notice within the time specified the Licensor may remove such boat, or the Licensor may repair such fastenings and recover the cost plus 10% from the Licensee.
- 5.5 The Licensor recommends that every Licensee install a suitable burglar alarm system.

6. REMOVAL OF BOAT

- 6.1 Where the Licensor is entitled to remove any boat occupying the berth because of default on the part of the Licensee or any persons for whom the Licensee is responsible:
- (a) The Licensor may recover the cost of removal from the Licensee;
 - (b) The Licensor shall not incur any liability under such circumstances;
 - (c) Where the Licensor removes any boat in accordance with this Rule it shall be entitled to a lien on such boat for the costs of removal and storage;
 - (d) If the Licensee fails to remedy his obligations to the satisfaction of the Licensor within a period of one month after the date of removal the Licensor may offer such boat for sale. The Licensor may utilise the proceeds of sale;
 - (i) In payment of all costs and expenses of an incidental nature to the sale; and
 - (ii) To recover the costs of removal and storage of such boat; and
 - (iii) Subject to the lawful claims of any other persons pay the balance of the proceeds of sale to the owner of such boat.
 - (e) The Licensor may (but shall not be obliged to) appoint a custodian for the care of such boat pending any sale and the cost of doing so shall be treated as a cost incurred in the course of the sale.

7. ALTERATIONS TO BERTH

- 7.1 The Licensee shall not make any alterations or additions to the Berth or adjacent structures, such as fendering, without the prior consent of the Licensor.

8. USE OF FACILITIES

- 8.1 The Licensee may use the water, power and any other facilities forming part of the Marina in common with any other berth Licensees from time to time but on an occasional basis only.
- 8.2 If the Licensee requires the permanent or regular use of such facilities the Licensee shall advise the Licensor accordingly and the Licensor shall be entitled to charge such sum as it considers appropriate for the use of the facilities.
- 8.3 The Licensor's decision as to what constitutes permanent or regular use shall be final.

9. POLLUTION

- 9.1 The Licensee will not pollute or permit the pollution of the Marina or discharge into the Marina or its waters any poisonous, noxious, dangerous or offensive substance or thing.
- 9.2 In particular (but not by way of limitation of Clause 9.1) the Licensee shall not discharge or dispose of any sewerage, garbage, oil, fuel or other material on the Marina or into its waters except into containers which may be provided for the purpose by the Licensor. (This includes cleaning of fish or things of that nature.)
- 9.3 The Licensor shall not be under any obligation to provide such containers.
- 9.4 Failure by the Licensor to provide containers shall not excuse the Licensee from the Licensee's obligations pursuant to Clause 9.1 and 9.2.
- 9.5 The Licensor recommends that approved holding tanks and approved sewerage treatment systems be installed on all boats using the Marina.

10. LIVING ON BOARD

- 10.1 The Licensee shall not without the prior written consent of the Licensor live on board any boat at the berth or permit anyone else to do so.
- 10.2 For the purpose of this clause the expressions "live on board" shall mean sleeping overnight on any boat for two consecutive nights or more.

11. DOGS

- 11.1 All dogs owned or in the charge of the Licensee or the guests of the Licensee shall while on the Marina be led by a chain, strap or similar efficient restraint.
- 11.2 The Licensee or guest of the Licensee, in charge of any dog on the Marina or area under the control of the Licensor shall immediately clean up any excrement of that dog.

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12. CHILDREN

12.1 The Licensee shall not permit or allow any children under the age of twelve (12) years for whom the Licensee or the guests of the Licensee are responsible to enter into the Marina unless accompanied by an adult.

13. SWIMMING/CLEANING

13.1 The Licensee and the guests of the Licensee shall not swim, dive or engage in any other underwater activities within the Marina.

13.2 The provisions of Clause 13.1 shall not prohibit the underwater inspection or minor repairs of or to any boat in accordance with such reasonable directions as are stipulated by the Licensor from time to time but the Licensee shall not be entitled within the Marina to clean the hull of any boat underwater.

14. CONTROL OF BOATS

14.1 The Licensee shall not within the Marina moor, sail or manoeuvre any boat so as to create a danger, obstacle or inconvenience to other Marina users.

15. NOISE NUISANCE

15.1 The Licensee shall ensure that all halyards, lines, ropes, rigging and sheets on any boat using the Berth or otherwise berthed in the Marina and under control of the Licensee are secured so that they do not create any noise.

15.2 The Licensee shall ensure that any amplifiers do not create a nuisance to other Licensees or neighbouring residential areas.

16. STORAGE

16.1 The Licensee shall not permit or allow any property under the control of the Licensee or the guests of the Licensee to be stored on the Marina (including the walkways, fingers or foreshore thereof) without the prior written consent in writing of the Licensor.

17. ALCOHOL

17.1 Neither the Licensee nor the guests of the Licensee shall consume alcoholic beverages within the Marina except on private vessels or on licensed premises.

18. FIRE HOSES

18.1 The Licensee shall not use fire fighting equipment supplied by the Licensor for any purpose other than the fighting of fires.

19. SAFETY RESTRICTIONS

19.1 The Licensee shall not store motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly inflammable nature on any Marina structure or in any area under the control of the Licensor without the prior approval of the Licensor.

19.2 The Licensee shall not bring within the Marina any motor spirit, petroleum products, fuel, oil, liquefied petroleum gas, compressed natural gas, kerosene or goods of a similarly dangerous or similarly flammable character without the permission of the Licensor.

19.3 Nothing in the above subclauses shall prevent the Licensee from carrying small quantities of fuel in approved safe containers in quantities reasonable required for the small outboard engines or stoves.

19.4 The Licensee shall not carry out any refueling of any boat within the Marina, other than at the Fuel Jetty from the designated pumps, unless otherwise directed by the Licensor.

20. INSURANCE

20.1 The Licensee shall at all times keep all boats, craft and other property owned or brought into the Marina by the Licensee and/or invitees of the Licensee fully insured whilst within the confines of, or near to, the Marina against loss of damage by fire, explosion, storm, tempest, typhoon, earthquake, accidental damage, burglary, Act of God and all other usual maritime risks.

20.2 The Licensee shall also keep insurance against liability for death and/or bodily injury to persons and loss or damage to property of others arising out of the use of boats and/or use or occupation of the Marina.

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The minimum amount of such liability insurance shall be no less than \$5,000,000.

20.3 The Licensee shall send proof of insurance policies to the Licensor as required by Clauses 20.1 and 20.2.

21 **INDEMNITY**

21.1.1 The Licensor shall not be liable and accepts no responsibility for loss or damage to boats, craft, third party property or persons using the same within the confines of, or near to, the Marina nor for the adequacy or otherwise of the Marina or of the berth or any other part of the facilities of the Marina and the Licensor shall not be liable to the Licensee or any person for any loss or damage to property or death or personal injury incurred or suffered within the Marina however the same occurs and whether or not attributable to the acts or defaults of the Licensor or its servants or agents or contractors or otherwise howsoever. The Licensee in addition shall indemnify the Licensor and the Head Licensor against any loss, expense, legal liability, claims and costs incurred by the Licensor or the Head Licensor arising as a result of the Licensee's acts or omissions or the acts or omissions of others to which the Licensee has contributed or the acts or omissions of any persons invited into the Marina by the Licensee.

21.2 In the event that the Licensor or Head Licensor may have liability because the same is not effectively excluded by virtue of the foregoing provisions their liability shall nevertheless not exceed the sum of \$100.00 adjusted for current inflation by adding to the said sum of \$100.00 the same percentage thereon as represents the percentage by which the Ministry of Works Construction Cost Index shall have increased between substantial completion of the marina and the date as at which such liability shall have risen.

22 **UNAUTHORISED USE OF MARINA**

22.1 The following provisions apply to any boat which is not authorised to berth at the Marina or be in the confines of the Marina:

- (a) These Marina Rules will be deemed to apply.
- (b) The Licensor may remove the unauthorised boat.
- (c) Clause 6 of these Rules will apply.
- (d) The Licensor shall not be liable and accepts no responsibility for, or loss, costs, or other damage to boats which may occur as a result of the removal of an unauthorised boat.

23 **NOTIFICATION OF LICENSEE'S ADDRESS**

23.1 The Licensee shall at all times keep the Licensor informed of any change to the current address and contact telephone numbers of the Licensee or alternatively;

- 23.2
- (a) The name and address and contact telephone numbers of any agent to whom the Licensee grants unlimited authority to act for the Licensee in all matters concerned with or arising out of this License;
 - (b) In the event the Licensor shall be entitled to deal with that agent in all respects as if the agent was the Licensee and the Licensee shall be bound accordingly.

23.3 In the event that there is more than one Licensee then all Licensees shall appoint one of their number or some other person to be their agent as aforesaid and in default of any such appointment the first Licensee shall be deemed to be the agent of all the Licensees.

24 **HOURS OF OPERATION**

24.1 The Marina shall be closed to members of the public between sunset and sunrise and Licensees shall be entitled to 24 hour access to their boats on such terms and conditions as the Licensor from time to time determines.

25 **PARKING**

25.1 Only cars displaying current berth holder's card may park in the berth holders restricted parking area. N.B. One car park per berth.

26 **SHORE POWER**

26.1 Any vessel equipped with a permanent shore power connection must have a current Electrical Warrant of Fitness and Certificate of Compliance. (See Electricity (Safety) Regulations 2010).

27 **FACILITIES**

27.1 Non OBC Club members are not permitted to use the Club's launching ramps or facilities.

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OBC MARINA

GENERAL RULES & GUIDELINES

These General Rules and Guidelines are designed to ensure the safety and security of all Marina Users, OBC Members and their property. Your co-operation in accepting and abiding by them is appreciated.

1. Please note that the marina is a **"No Wake Zone"**, this means that while travelling through the marina you keep your speed down to a level where there is no wake behind you.
2. All vessel owners are requested to abide by the **5knot speed** restriction out to the wavebreak.
3. Please also remember to keep right (**starboard**) when traveling in the marina confines and out to the wavebreak.
4. **Mooring Line** specifications are as below:
Ropes should be tied in such a manner that the vessel does not touch the marina structure, as the berth owner will be liable for repair costs.
10.5m berth 12mm rope minimum (Polyester)
12.0m/14.0m/16.0m berth 20mm rope minimum (Polyester)
Splices: All loops and ends must be spliced
Fixing to Marina: Mooring lines must be fixed to berth rings by passing the mooring line through a loop on the end of the mooring line

Number of Lines: A minimum of two lines at the stern and two lines at the bow
Centre Mooring: The vessel must be secured centrally between the marina finger and the centre pole

Spring Lines: Spring lines are optional, but recommended. Min. thickness 12mm
Offside Mooring Line: Offside mooring lines may be retained while not in use utilizing a weight and pulley on the offside pole and 6mm polyester line holding the offside bow and stern lines

Nearside Mooring Line: While not in use the nearside mooring line should be neatly laid down the length of the finger

Frayed Mooring Lines: Berth holders may use plastic pipe to prevent fraying. Frayed mooring lines should be replaced promptly.

Shackles: No shackles are to be used. Ropes should go directly onto marina berth hoops.
5. **Security:** Security on site is only as effective as the front gates being kept closed at all times during the night. All boat owners are responsible for assisting with security by closing marina gates and main entry/exit gates at all times.
6. **Parking:** One carpark per berth. Park only in allocated spaces.
7. **Visitor Parking:** Available for member's visitors on quiet days at the discretion of the Operations Manager or his authorized Assistant.
8. **Ramp Usage:** Are for OBC member's use, with a maximum of 26 ft/8m vessels.
9. **Dinghy Locker Usage:** Are for OBC member's use. Contact the OBC Office for availability.
10. All **Dinghies** must be kept on board or hard back against the marina berth, not on walkways or in neighbour's berth.
11. **Fenders:** Must be of an approved type, i.e. Pasgaard Fenders or Dockwheels
12. **Marina Attachments:** Any attachments to the marina require approval of the Marina Operations Committee (i.e. Cleats etc.)
13. **Shore Power:** Vessels with shore power facility must have a current Electrical Warrant of Fitness.
14. **No pumping** of contaminated bilge water.
15. **No flushing toilets** whilst in the marina facility.
16. **Outside BBQ's** on vessel decks within marina complex is prohibited.
17. **All vessels** should be named to comply with ARC regulations and OBC Marina Rules.
18. When approaching the fuel jetty keep to the starboard side of channel.

19. When exiting the marina, be aware to give way to starboard vessels.
20. Vessels on the marina **must not protrude** past the poles when tied up; i.e. Boats must not exceed length of berth or protrude over the marina walkway.
21. Please return trolleys to the top of the marked walkway, i.e. H pier trolley to the top of H pier.
22. **Fire Hoses** are to be used for emergency only. Hose reels are supplied for all other purposes.
23. **Authorization:** The OBC Office must be notified in advance of any boat using the Marina. Prior to sublease using any marina facility, owner must complete Authorization paperwork available through the OBC Office.
24. All Marina vessels must comply with **Third Party Liability of \$5,000,000**. If not provided, access to the vessel will be deactivated and user/owner will be requested to remove vessel immediately.
25. If **damage is sustained to any other vessel or property** within the Marina, owner/user of vessel is obliged to notify the Club and other vessel/property owner immediately.
26. **Parking Permits:** Vehicles not displaying parking permits may be towed away at owner's expense.
27. **Clubhouse Facilities:** Are available only to OBC members.
28. **Speed:** Please keep to 10kph in marina grounds.
29. **Dogs:** All dogs must be kept on a leash at all times. Please remove any 'deposits' from the walkways or Club grounds.
30. **No swimming** in marina confines.
31. In the event of any emergency threatening the safety of any person, vessel or OBC property, please contact our staff immediately on Ph 5220774 during business hours. After hours contact the Security personnel onsite or Northern Region CoastGuard for water emergencies on 3031303.

OBC MARINA

SCHEDULE 2 (OBC Club Marina Rental Only)

TERMS AND CONDITIONS:

The OBC agrees to allow the Member to moor his vessel on an OBC Club Marina No. for the period ending 31 May subject to the following conditions:

1. The Member must be a current financial member of the OBC.
2. The Member agrees that the boat as specified in Schedule 1 must be maintained in an operational condition at all times while it is moored on the marina .
3. The Member will pay the OBC in advance the annual rental of \$ including GST for the period to 31 May. This may be paid in quarterly installments provided the rental is one quarter in advance.
4. The Member may terminate this agreement in writing giving one month's notice of vacating the berth and request a refund of that unused portion of the rental.
5. The OBC reserves the right to terminate this agreement with the Member for any reason whatsoever and that portion of the rent prepaid shall be refunded to the Member.
6. The Member agrees to abide the OBC Marina Rules and OBC Bylaws and to any future Rules or Bylaws that the Executive may implement at any time.
7. The Member acknowledges and agrees that the OBC is not responsible or liable for security or any loss or damage whatsoever to the Member's boat or other property.
8. The Member agrees that he will promptly move the boat when requested by the Operations Manager or OBC Club Official for the purpose of maintaining the marina or for changing location of the position.
9. The Member agrees that he will keep the boat in a neat, tidy and seaworthy condition at all times and in particular he will ensure that all covers are securely fastened.
10. This Agreement is personal to the Member and may not be transferred, assigned, sublet or otherwise disposed to another person.
11. The Member acknowledges and agrees that safety is of paramount importance and that he will ensure that all activities concerning berthing the vessel will be undertaken with safety in mind and the member is personally responsible whether or not he is actually performing the berthing.
12. The Operations Manager or OBC Marina Office should be notified of any movement of the boat from the Club Marina for whatever purpose.
13. The Member must provide a current Electrical Certificate of Compliance or a current Electrical Warrant of Fitness if 240v electrical supply is required and proof of \$5,000,000 Third Party Liability prior to occupation of the berth.
14. One park per berth on the front rock wall is provided.
15. The Member will arrange for a boat inspection as soon as practical after occupation of the berth.
16. The Member agrees that only approved equipment, i.e. Covertex & Pasgaard Fenders & Pasgaard Dockwheels may be attached to the marina. Any additional fittings to the marina must be authorised by the Operations Manager or Marina Committee.

Member: _____ **OBC Marina:** _____ **Date:** _____

<input type="checkbox"/> Electrical Certificate of Compliance sighted (if required)	<input type="checkbox"/> Date: _____
<input type="checkbox"/> Third Party Liability \$5,000,000 copy received	<input type="checkbox"/> Date: _____
<input type="checkbox"/> Vessel Inspection Date _____	<input type="checkbox"/> Access Card Nos. Issued: _____
<input type="checkbox"/> Parking Permit No: _____	<input type="checkbox"/> Marina Rules Provided: _____