

CABIN RENTAL AGREEMENT

At the request of the Customer and Guarantor ("You"), the Berkel holdings Ltd trading as Elite Cabins ("Lessor") leases to the You, subject to the terms and conditions ("Terms").

IMPORTANT: This document sets out the key information about Your lease agreement. You should read it thoroughly. **If You do not understand anything in this document, You should seek independent advice.** You should keep this agreement in a safe place.

YOUR DETAILS	Date of Agreement:	
Customer Name: _____		
Address: _____ _____		
Phone: _____		
ID/ DL/Passport _____		

The lease shall start on the "Commencement Date" and shall continue for the "Minimum Lease Period" as defined below.

PAYMENT INFORMATION			RENTAL DETAILS
Total amount due	made up off:	Rent (2 weeks in advance)	Agreed Weekly Rent: Plus GST Payments are to be made by direct debit. Berkel Holdings Ltd ANZ 38-9027-0768520-00
		Bond \$300	
		Delivery Fee*	
*You will be responsible for any additional delivery costs (e.g. Ferry, Hiab, or crane hire)			Lease Period: months
Date of first direct debit Payment:			From Commencement Date:
			Notice Period: Two weeks written notice is required to cancel this Agreement, provided the Minimum Lease Period has passed.

By signing this Agreement You declare that You have read, understood and accepted the terms and conditions in the attached Agreement and in particular that You agree that:

- A) You will pay the Rent (subject to review from time to time pursuant to **clause 4.6**), Bond and Delivery Fee, along with any additional delivery and/or removal charges owing under this Agreement on time and there are penalties and interest for not doing so (see **clause 4**);
- B) You will be liable for all and any loss or damage done to the Cabin if caused (directly or indirectly) by You (**clause 5**). You will also be liable to take full cover insurance for all of your personal belongings/chattels and/or contents and the Lessor holds no responsibility for any loss, damage and/or theft to your belongings in the Cabin;
- C) You will return the Cabin in a clean and damage free condition and any cleaning and/or repairs required will be at your cost (**clause 7**);
- D) You will not, or permit anyone else, to do the things set out **clause 2** (e.g. **NO** pets, smoking, nails, candles, gas heaters, cooking appliances etc.);
- E) You **will not** move or attempt to move the Cabin. If you need the Cabin moved then You must contact the Lessor to have it moved for You (**clause 2**);
- F) You will not rehire, sublet or sell the Cabin (**clause 10**);
- G) You authorise the Lessor to take out a credit check and divulge such information for debt collection purposes (**clause 16**);
- H) You will be liable for all costs of repossession and debt collection including but not limited to solicitor/client costs incurred in any debt recovery and/or other proceedings. Furthermore, you will be liable to the Lessor for any costs, claims and/or damages arising in connection with the recovery or attempted recovery of any monies owed by You to the Lessor (**clause 4.5**);
- I) You will be liable for all cost of the Lease if You default (e.g. pay for the remainder of the Minimum Lease Period) (**clause 12**);
- J) You may terminate the Lease either on expiry of the Minimum Lease Period or any time thereafter by giving Aotea Cabin Rentals **one calendar months' notice in writing or email** of Your intention to do so (**clause 11**);
- K) You confirm that you have received consent from the landowner for the cabin to be placed on the property ☐

Signed by customer _____

Date : ____/____/20__