



KERIKERI CRUISING CLUB INC. & MARINA

DEED OF ASSIGNMENT OF MARINA BERTH LICENCE

DATE OF ASSIGNMENT:

ASSIGNOR:

ASSIGNEE:

LICENSOR: KERIKERI CRUISING CLUB INCORPORATED

1. **THE Assignor** assigns to the Assignee all the Assignor's interest in the Licence as set out in the First Schedule.
2. **THE Assignor** and the Assignee agree and acknowledge as set out in the Second Schedule.
3. **THE Licensor** consents to the assignment but without prejudice to the Licensor's rights, powers and remedies under the License and Rules.
4. **THE Licensor** acknowledges that as at the Date of Assignment the Licensor is not aware of any existing breach of the Licence or Rules by the Assignor and has no interest in any of the Assignor's Assets.

WHEREVER words or phrases appear in this Deed and in the Second Schedule that also appear in the First Schedule then those words or phrases shall also mean and include the details supplied after them in the First Schedule.

IN this Deed:

- a) THE expressions "the Assignor", "the Assignee" and "the Licensor" include their respective executors, administrators, successors and permitted assigns.
- b) THE expression "Assignor's Assets" shall mean all chattels, fixtures and fittings in the Marina Berth that are owned by the Assignor.
- c) THE expressions "Licence" and "Rules" shall have the same meaning as set out in the Marina Berth Licence and Berth Licence Rules.
- d) WHERE the context requires or admits, words importing the singular shall import the plural and vice versa.
- e) WHERE any party comprises more than one person, such persons shall be deemed to have entered into the Deed both jointly and severally.

FIRST SCHEDULE

Date of Licence:

The Berth

Number:

Description:

The Named Boat

Name:
Type: (Yacht/Launch/Multihull)
Beam:
Overall Length:
Draft:
Registered Number (if any):

Annual Fee: \$ incl. GST

Licence Expiry Date:

SECOND SCHEDULE

1. THE Assignee agrees with the Assignor to perform all the provisions in the License and Rules from the Date of Assignment.
2. THE Assignee indemnifies the Assignor against all liability arising out of any default by the Assignee in the performance of the provisions in the Licence and Rules as from the Date of Assignment.
3. THE Assignor warrants that all the provisions of the Licence and Rules have been performed up to the Date of Assignment.
4. THE Assignee agrees with the Licensor that the Assignee will perform all provisions of the Licence and Rules.
5. THE Assignor acknowledges to the Licensor that the covenants of the Assignee are not in substitution for and do not alter the liability of the Assignor under the Licence and Rules.

SIGNED by the Assignor) X _____

In the presence of:) X

SIGNED by the Assignee) X _____

In the presence of:) X

The common seal of Kerikeri))
Cruising Club Incorporated)) X
Was affixed in the presence of:)