

KERIKERI CRUISING CLUB INC. & MARINA

DEED OF ASSIGNMENT OF MARINA BERTH LICENCE

ASSIGNOR:				
ASSIGNEE:				
LICENSOR: KERIKERI CRUISIN		CLUB INCORPORATED		
1.	THE Assignor assigns to the Assigne out in the First Schedule.	ee all the Assignor's interest in the Licence as set		
2.	THE Assignor and the Assignee agreed Schedule.	ee and acknowledge as set out in the Second		
3.	 THE Licensor consents to the assignment but without prejudice to the Licensor's rights, powers and remedies under the License and Rules. 			
4.	_	s at the Date of Assignment the Licensor is not Licence or Rules by the Assignor and has no sets.		
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.				
	N this Deed: a) THE expressions "the Assignor", "the Assignee" and "the Licensor" include their respective executors, administrators, successors and permitted assigns.			
b)	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 thave entered into the Deed both joint of the Deed both join	han one person, such persons shall be deemed to intly and severally.		
FIRST SCHEDULE				
Date of Licence:				
		Number: Description:		

DATE OF ASSIGNMENT:

The Named Boat	Name: Type: Beam: Overall Length: Draft: Registered Numb	(Yacht/Launch/Multihull) per (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.				
<u> </u>		ability arising out of any default by n the Licence and Rules as from the		
•	3. THE Assignor warrants that all the provisions of the Licence and Rules have been performed up to the Date of Assignment.			
 THE Assignee agrees with the the Licence and Rules. 	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) Was affixed in the presence of:)	X			