

## **WANAKA MARINA LIMITED**

### **LICENCE TO OCCUPY BERTH NUMBER \_\_ (“BERTH”) WANAKA MARINA**

#### **PARTIES**

1. WANAKA MARINA LIMITED having its registered office at Wanaka (“the company”)
2. \_\_\_\_\_ (“the shareholder”)

#### **BACKGROUND**

1. The company owns and shall maintain a marina in Roys Bay, Lake Wanaka. (“Marina”)
2. The shareholder is a holder of 5,000 shares in the company and is entitled thereby to occupy a berth at the Marina upon and subject to the terms and conditions of this licence.

#### **AGREEMENT TO LICENCE**

1. The company hereby acknowledges and hereby grants the shareholder the exclusive right of mooring a craft in the Berth at the Marina and of the right to embark and disembark from and on to the marina structure and to use in common with other shareholders all common facilities provided by the company at the Marina.
2. The shareholder, his/her servants, agents and invitees shall at all times and the shareholder hereby covenants to:-
  - a) Observe and conform to any and all terms and conditions made by the company from time to time in connection with the safe and reasonable use of the Marina. A copy of the current terms and condition is attached.
  - b) Be responsible for and keep the company indemnified against all damage and injury of every description which may occur to the Berth, the Marina, or any of the company’s property and facilities arising directly or indirectly through or in relation to the shareholders’ use and occupation of the Berth and the Marina.
  - c) Take all necessary precautions against the outbreak of fire on his/her craft, or any craft using the Berth with his/her consent, and shall observe all statutory, local or company regulations relating to the safety of craft applicable to the shareholder’s craft and the use by him/her of the Marina.
  - d) Ensure that no obstructions shall occur to other persons using other berths or the Marina from the shareholder’s use of the Berth and the Marina, and shall at all times ensure that the use of other berths and the Marina by others lawfully entitled is not inconvenienced.
  - e) Pay as and when levied by the company his/her proportionate share of the annual cost to the company of meeting all its annual charges including administration of the company, the payment of all fees and charges, the repair and maintenance of the Marina, the provision of security to the Marina, and all other proper and reasonable outgoings of the company.

3. This licence may be revoked and terminated by the company if:

- a) the company's right to own and/or operate the Marina shall be lawfully terminated;
- b) the shareholder fails to pay when called upon, the company's annual levy and such default shall continue for 60 days from due date for payment;
- c) the shareholder is in breach of, or commits a breach of, any of the terms and conditions of the licence;
- d) the shareholder ceases to hold a parcel of not less than 5,000 shares in capital of the company.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20

**SIGNED by WANAKA MARINA LIMITED**

by two directors: -

\_\_\_\_\_ Director

\_\_\_\_\_ Director

**SIGNED by**

the licensee in the presence of:

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Name of Licensee

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Occupation of Witness

\_\_\_\_\_  
Address of Witness