

NZ-AGRise06

## **Agricultural licence to hold event, show or fair**

**This Licence is dated** [date]

**It is made between:** [Full name]

**of** [Full address] (“Land Owner” “ ”)

**and** [Full name]

**of** [Full address / whose registered office is at [ ] (“ ”)

*OR*

The Licensee is, collectively, :

1. [name] of [address]
2. [name] of [address]
3. [name] of [address]
4. [name] of [address]

## **Background**

The Land Owner has agreed to grant a licence to the licensee in the

**It is now agreed as follows:**

## **1. Definitions**

In this Licence, the following words shall have the following meanings,  
:

“Bond” means a sum paid by the Licensee to the Land Owner on exchange of this agreement,

“Event” means a [Doll event/ Sunday market / Pony Club rally / car boot sale / cross / ].

“Land” means the land and buildings situated at [precise address or location and extent] together with the roadways,

“Period”	means the period during which the Licence runs namely [ ].
“Licence”	means the licence granted by this agreement.
“Licence Fee”	means the sum due by the Licensee to the Land Owner as
“Permitted Use”	means use for the Event.

## 2. Interpretation

In this Licence unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or passed as a
- 2.4. the headings to the paragraphs and schedules (if any) to this Licence are inserted
- 2.5. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.6. all money sums mentioned in this Licence are calculated net of GST, which

### 3. Warranties for authority

- 3.1. The Licensee warrants that he has  
[  
].
- 3.2. The Licensee warrants and undertakes that he is not  
.  
.
- 3.3. The Licensee warrants that he is not insolvent and knows of no  
circumstance which  
,  
,  
.

### 4. The Bond

- 4.1. The Bond is \$ [amount].
- 4.2. The Bond shall be paid  
.
- 4.3. The Bond shall be repaid to the Licensee within [14] days

### 5. The Licence

- 5.1. This Licence contains the entire  
.
- 5.2. For the Licence Fee, the receipt of which the Land Owner now  
acknowledges,  
.
- 5.3. The Licence  
:

Maximum number of visitors [per day]	[number]
Maximum number of cars	[number]
Maximum number of commercial concessions	[number]
Maximum number of competitors	[number]

5.4. The Licence is conditional on the Licensee  
[ ]  
:

5.4.1 a copy  
;

5.4.2 a list of all contracting parties;

5.4.3 a copy of the  
;

5.4.4 a planned procedure  
;

5.5. [There is not included in the Licence the  
,  
].

OR

5.6. [The Land Owner reserves a right of access  
,  
].

## 6. Licensee's use of Land

The Licensee is to comply with the following requirements

\_\_\_\_\_.

6.1. use the Land only  
;

6.2. comply with  
;

6.3. provide an appropriate traffic management plan  
;

- 6.4. pay promptly for  
;
- 6.5. comply with the terms of every act of Parliament, order, regulation,  
bye-  
;  
;
- 6.6. at all times provide adequate toilet facilities;
- 6.7. at all times maintain the  
;
- 6.8. maintain all walls, fences,  
.

And the Licensee will not:

- 6.9. permit any  
;
- 6.10. divulge either the name or  
;
- 6.11. do or permit to be done  
;
- 6.12. use the Land for any activity which is dangerous, offensive, noxious,  
;  
;
- 6.13. display any advertisements on the outside of  
;
- 6.14. accumulate or allow to accumulate anything  
;
- 6.15. deposit or bury any rubbish on the Land;
- 6.16. bring onto or allow to  
;
- 6.17. introduce any disease affecting the Land;

6.18. spill any chemical on the Land;

6.19. bring onto or store on

;

6.20. spray any chemical on

;

6.21. contaminate or obstruct

;

6.22. waste water.

## 7. Use of sub-contractors

The Licensee may perform any or

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;

7.1. first obtains the written consent

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OR

7.2.

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;

7.3.

;

7.4.

-

;

OR

7.5.

-

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## 8. Traffic management

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,

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9. Use of services

10. Licensee's indemnity

10.1.

10.2.

10.3.

10.4.

10.5. any breach of this agreement.



## 11. Access for Land Owner

## 12. Termination

12.1.

48

[

]

OR

12.2.

AND / OR

12.3.

12.4.

12.5.

## 13. Insurance

13.1.

[

]

13.2.

## 14. Disclaimers

14.1.

14.2.

14.2.1

14.2.2

## 15. Miscellaneous matters

15.1.

15.2.

15.3.

15.4.

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15.5.

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15.6.

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15.9.

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It shall be deemed to have been delivered:

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24 ;

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15.10.

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15.11.

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15.12.

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15.13.

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**Signed by** the Land Owner

**Signed by** [personal name] on behalf of the Licensee as its / his representative who personally accepts liability for the proper authorisation by [named Lender] to enter into this Licence.

## Explanatory notes:

### Agricultural licence to hold event, show or fair

## Paragraph specific notes

Notes following the numbered paragraphs

### Parties

We have allowed for the licensee to be collectively, up to four people. It could as easily be a single person or a company or charitable trust. However, when an unknown person wants to hire your land for a charity donkey race, you need to know

#### 1. Definitions

The period of the licence should give sufficient time to the licensee to "set up" the event

We have no idea what your "event" might be but we do advise you to

#### 2. Interpretation

Leave in place unless you have reason

#### 3. Warranties for authority

This is relevant only if you have negotiated with someone who may not have the authority to make the deal. If he signs the agreement and it turned out that he did not

#### 4. The Bond

This is a useful provision to enforce "good behaviour" by the licensee. The position of the Land Owner

#### 5. The Licence

This paragraph grants the licence, but then restricts it by reference to several conditions. You can

This paragraph not only gives you automatic legal redress if the licensee fails to comply but

## **6. Licensee's use of Land**

In considering this list, the licensor should remember that the licensee will have care and control of the

This paragraph is a menu of items you may think appropriate.

## **7. Use of sub-contractors**

To some extent you may have covered this under “the Licence”. In most cases, you may decide to delete this paragraph entirely. It is designed

## **8. Traffic management**

This provision could have been placed under the paragraph on “use of land”. But it is so important that

## **9. Use of services**

We have no

## **10. Licensee's indemnity**

This important provision should be left unchanged.

## **11. Access for Land Owner**

Edit to your requirement.

## **12. Termination**

This states

### **13. Insurance**

Earlier in the document,

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### **14. Disclaimers**

We have no comment.

### **15. Miscellaneous matters**

A number of special points. We have identified each of these as

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**End of notes**