

NZ-COMsho06

Boat sharing agreement

Dated: [date]

[Names of all Owners]

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Schedule 1: Details of the Boat

Schedule 2: The Timetable

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This agreement is dated: [█ █ █ █]

It is made between:

[name of first Owner] of [address] ("ABC")

And

[name of other Owner] of [address] ("DEF")

The agreement is:

1. Definitions:

These definitions apply unless the context ██████████ :

"Accessories" means fixtures, fittings, appliances, equipment and ██████████ .

"Boat" means the boat full details of which are set out in Schedule 1 which ██████████
██████████ .

"Common Fund" means the money contributed by the Owners to pay for Operating ██████████
██████████ .

"Competent Sailor" means a person of whom the Owners agree has adequate skill and experience to take [██████████
██████████] ██████████ .

"Confidential Information" means all information about an Owner and his family, their affairs and their ██████████ , ██████████
██████████ , ██████████ .

Operating Costs" means all costs of maintaining and operating the Boat, ██████████ 3 .

"Sale Owner" means an Owner who wishes to sell his Share or a person in whom a Share vests ██████████
██████████ (██████████ ██████████).

"Share" means a share in the Boat.

"Timetable" means the [quarterly/half-yearly/annual] usage

2. Interpretation

In this agreement unless the context otherwise requires:

..... ,

3. Terms of beneficial interest

4. Relationship of the Owners

5. Price and payment for the Boat

- 5.2 That money will be held [] .
- 5.3 To make up the purchase price the sum \$ [] .
- 5.4 [ABC] is authorised to .

6. Procedure at meetings

- 6.1 Within one week of entering into this agreement, the first named Owner, or some other Owner by [28] .
- 6.2 At least [once / twice] in every year, [Name/ the chairman of the last previous meeting] , [28] .
- 6.3 At the meeting, motions will be put, on which the Owners will .
- 6.4 The Owners shall exercise .
- 6.5 [Except as specified in this agreement, .]
- 6.6 The first item for the attention of the meeting shall be the appointment of a chairman of that meeting. An Owner may vote for himself. It shall not be .

7. Management and Common Fund

OR

- ### **7.3 The Boat manager shall:**

- #### 7.3.4 purchase and maintain stores and chandlery as required:

- ### 7.3.7 deal with

7.3.10 pay all fees imposed by any authority;

7.6 The current estimate of prospective Operating Costs for the next twelve months is \$ [REDACTED], [REDACTED] [REDACTED].
The estimated operating costs for the next twelve months are \$ [REDACTED], [REDACTED] [REDACTED]
[REDACTED].

8. Use of the Boat

8.1 The Boat will be used for [█ █ █ / █ █ █ █ █ █ █ █ █ █ █ █ █ █].

8.2 The Owners agree that they will not:

9. The Accessories

- 9.1 Normal maintenance of [REDACTED]
[REDACTED].
- 9.2 All Accessories required for [REDACTED]
[REDACTED].
- 9.3 Damage to any Accessory, beyond normal wear and tear, will [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED].
- 9.4 Any damage claim against a third party, [REDACTED]
[REDACTED] : [REDACTED]
[REDACTED].

10. Personal possessions

- 10.1 The Owners agree that each [REDACTED]
[REDACTED].
- 10.2 [ABC] has been [REDACTED] [REDACTED] [REDACTED]
[REDACTED].
- 10.3 [DEF] has been [REDACTED] [REDACTED] [REDACTED]
[REDACTED].
- 10.4 [GHI] has been [REDACTED] [REDACTED] [REDACTED]
[REDACTED].
- 10.5 Whether or not these places are secure, [REDACTED]
[REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED].
- 10.6 The Owners shall not lock away perishable [REDACTED], [REDACTED]
[REDACTED], [REDACTED].
- 10.7 Food shall at all times [REDACTED]
[REDACTED].

11. Undertakings by the Owners

[REDACTED] :

11.1 promptly pay his share of the Operating Costs;

,

11.11 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

12. Warranties and indemnities

12.3 [REDACTED]
[REDACTED]
[REDACTED].

13. Long stop termination date

13.1 [REDACTED]
[REDACTED].

13.2 [REDACTED]
[REDACTED] [REDACTED]
[REDACTED].

13.3 [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
[REDACTED].

13.4 [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].

14. Termination and assignment

[REDACTED] 01 - [REDACTED], [REDACTED]
[REDACTED]
■]

14.1 [REDACTED] [REDACTED]
[REDACTED], [REDACTED] 31st ■ 2018 ■
[REDACTED] 95 % [REDACTED] 31st ■
■ 2018 ■ [REDACTED] [REDACTED].

14.2 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED].
[REDACTED].

14.3 [] . , .

14.4 [REDACTED]
[REDACTED] . [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] \$ [REDACTED] ([REDACTED]
[REDACTED]). [REDACTED]
[REDACTED]
[REDACTED].

- 14.10 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] 14
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 14.11 [REDACTED]
[REDACTED]
[REDACTED].
- 14.12 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

15. Confidentiality

- 15.1 [REDACTED]
[REDACTED]
[REDACTED].
- 15.2 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED].
- 15.3 [REDACTED]
[REDACTED] [5 [REDACTED]] [REDACTED].

16. Miscellaneous matters

- 16.1 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 16.2 [REDACTED]
[REDACTED]
[REDACTED].

It shall be deemed to have been delivered:

....., (.....)]

A 4x4 grid of black squares, representing a 16x16 binary matrix. The grid is composed of four rows and four columns of squares.

Where parties are corporate person

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

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

Where parties are individuals

Signed by

Signed by

Schedule 1: Details of the Boat

Schedule 2: The Timetable

[█ █ █ █] █ █ █ █ [█ █ █ █] [█ █ █ █ / █ █ █ █ / █ █ █ █] █ █ █ █ █ █

[█ █ █ █] █ █ █ [█ █ █ █] [█ █ █ / █ █ █ / █ █ █] █ █ █ █ █

[█ █ █ █] █ █ █ [█ █ █ █] [█ █ █ / █ █ █ / █ █ █] █ █ █ █ █

etc

[/ /] /
[] /
.

OR,

[15] .

OR,

in accordance with the following timetable]:

Schedule 3: Operating Costs

Explanatory notes

Boat sharing agreement

General notes

Paragraph specific notes

Drafting notes following the numbered paragraphs

1. Definitions

2. Interpretation

3. Terms of beneficial interest

4. Relationship of the Owners

5. Price and payment for the Boat

We have no comments.

6. Procedure at meetings

7. Management and Common Fund

8. Use of the Boat

9. The Accessories

We have no comments.

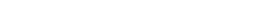
10. Personal possessions

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14. Termination and assignment

Alternative “exit strategies” are given because this is a 




15. Confidentiality

16. Miscellaneous matters

This paragraph contains a

End of notes