

## License to Occupy Holiday Home

Deed of License dated the ..... Day of ..... 200....  
between Andrew and Denise Jones, The Owners and Licensors  
and ..... (The Licensee)

### Recitals

- A. The owners and licensors own property in the Marlborough Sounds which they offer for short term stays as a holiday home.
- B. The holiday home is available for occupation in terms set out in this Deed of License.
- C. The licensees or guests wish to use the property for the period set out in this agreement and on the terms recorded in the agreement.
- D. It Is Agreed
  - 1. The owners grant to the guest(s) as licensees a license to occupy the holiday home situated at **41C Waikawa Road, Picton** for the period of \_\_\_\_ nights being on the dates of \_\_\_\_\_ to \_\_\_\_\_.
  - 2. The licensees agree to occupy the property on the terms recorded herein
  - 3. In consideration of the licensees granting a license to occupy for the period set out in clause 1 above, the licensee shall pay the sum of NZD\$ \_\_\_\_\_.00 in advance (NZD\$300.00/\$250.00 per night) and a bond/deposit in the sum of NZD\$300.00 (returnable).
  - 4. All monies payable under this contract will be payable in New Zealand dollars made payable to a New Zealand receiving bank being the **Bank of New Zealand**..
  - 5. The licensees covenant and undertake and shall be responsible to the owner and shall make good all damage done to any rooms, fixtures and chattels (including but not limited to furniture, bedding crockery and glassware) that is caused by the licensee and/or the licensee's invitees.
  - 6. The owner shall not be liable for any damages caused to the licensee's chattels, clothing and items of personal property.
  - 7. (a) The owner shall not, and expressly excludes liability, for any personal injury claims associated with the licensee's occupation of the holiday home.  
(b) The licensee expressly acknowledges that the occupation of the premises is at their own risk and that the owner has made no warranties concerning the property or the land and anything growing upon the land as to hazard.

8. It is agreed between the licensee and the licensor that this contract is governed by New Zealand law and that the Courts of New Zealand having competent jurisdiction for the resolution of any disputes, howsoever these may arise and whatever their nature, and that no other Court, Tribunal or judicial process in any other country will have jurisdiction apart from that set out in this agreement.
9. The licensee and the licensor acknowledge and hereby agree that this contract shall be deemed to have been made in New Zealand and in accordance with New Zealand law.
10. The licensee shall leave the premises in a neat and tidy and clean condition. If the licensors are required employ the services of commercial cleaners then the licensee shall make good the cost of cleaning. The costs of cleaning shall be deducted from the bond/deposit paid.
11. The licensee shall comply with all local territorial authority requirements and laws and shall not create and cause to be made any nuisance, whether it be noise, smoke from fires, or insects and vermin from litter or rubbish or smell, and further agrees that:
  - a. No pets to be allowed onto the property; and
  - b. That the premises are non-smoking and that smoking will not be permitted in the apartment.
12. The licensors undertake that:
  - a. The services of a caretaker or somebody else locally on call will be available if the licensee requires any assistance and repairs or damage needs to be made good;
  - b. That the necessary crockery, glassware, cutlery and cooking utensils shall be made available;
  - c. That the necessary bedding and clean linen shall be available along with towels;
  - d. That detergents and cleaning materials shall be available;
  - e. That fresh water shall be available;
  - f. At and during the times of the occupation by the licensor that electricity will be available in terms of the supply from the local utility company but no warranty is made and no damages are payable if by virtue of storm or other happening electricity is cut off to the property;
  - g. That the licensee shall have free and undisturbed possession in occupation of the holiday home.

**EXECUTION**

SIGNED for and on behalf .....  
 Of the **Licensors/Owners**  
 Andrew and Denise Jones .....

SIGNED for as .....  
 The **Licensee** .....  
 (.....) .....