

**DEED OF LEASE**

DATED:

2019

**PARTIES**

- 1. **THE PALMERSTON NORTH CITY COUNCIL** ("the Landlord")
- 2. **GLASSHOUSE EVENTS LIMITED** ("the Tenant")
- 3. ("the Guarantor")

**BACKGROUND**

- A. The Landlord is the owner of the property described in the First Schedule hereto and more particularly shown on the plan attached hereto ("the property").
- B. The Landlord has agreed to lease to the Tenant the property subject to the covenants, conditions and restrictions contained herein.

**NOW THIS DEED RECORDS**

- 1. The Landlord leases to the Tenant and the Tenant takes on the property described in the First Schedule for the term from the commencement date and at the annual rent (subject to review if applicable as set out in the First Schedule).
- 2. The Landlord and Tenant covenant as set out in the First, Second and Third Schedule.
- 3. The Guarantor covenants with the Landlord as set out in the Fourth Schedule.

**THE COMMON SEAL of THE PALMERSTON NORTH CITY COUNCIL** was hereto affixed as Landlord in the presence of: )  
)  
)  
)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Legal Counsel

**SIGNED** for and on behalf of )  
**GLASSHOUSE EVENTS LIMITED** by the )  
Director as Tenant in the presence of: )

\_\_\_\_\_

*Witness Signature*.....

*Witness Full name*.....

*Residential Address*.....

*Occupation*.....

**SIGNED** by )  
As Guarantor in the presence of: )

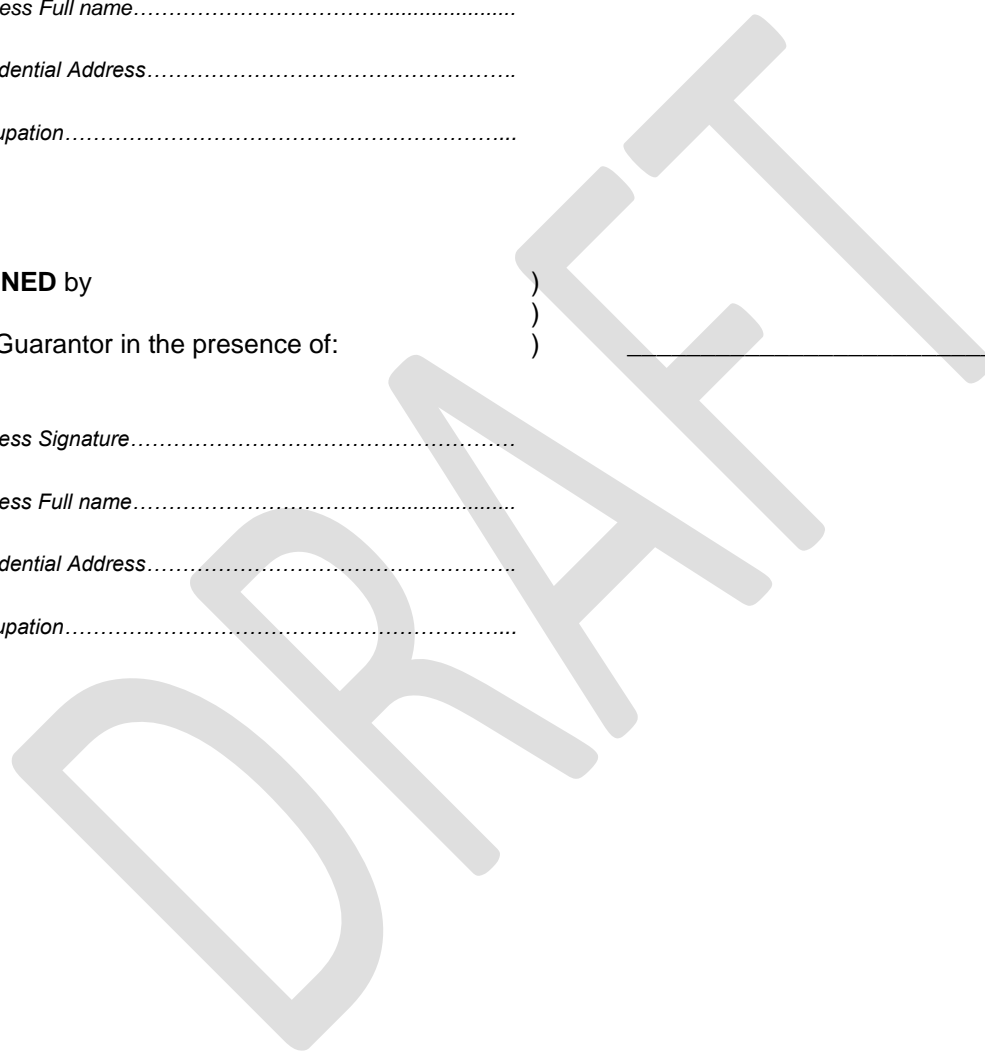
\_\_\_\_\_

*Witness Signature*.....

*Witness Full name*.....

*Residential Address*.....

*Occupation*.....



## **FIRST SCHEDULE**

<b>PROPERTY:</b>	Part of the land known as Ashhurst Domain at Ashhurst, being part of the land described as Lot 1 on Deposited Plan 55676 and contained within Certified of Title WN26D/246 and outlined in red on the attached aerial map.
<b>TERM:</b>	Five (5) Years
<b>COMMENCEMENT DATE:</b>	01 November 2019
<b>RIGHT OF RENEWAL:</b>	Two (2) rights of renewal of Five (5) Years
<b>RENEWAL DATE:</b>	01 November 2024 and 01 November 2029
<b>FINAL EXPIRY DATE:</b>	31 October 2034
<b>ANNUAL RENT:</b>	TBD (based on market valuation report)
<b>MONTHLY RENT:</b>	TBD (based on market valuation report)
<b>RENT PAYMENT DATES:</b>	1 <sup>st</sup> day of each month from 01 November 2019
<b>REVIEW DATES:</b>	Market rent review dates: 1 November in each of the following years: 2022, 2024 (if renewed), 2026 (if renewed), 2028 (if renewed), 2030 (if renewed), and 2032 (if renewed)
<b>DEFAULT INTEREST RATE:</b>	4% per annum
<b>PRESCRIBED USE:</b>	Events and Functions Venue

## SECOND SCHEDULE

### TENANTS' PAYMENTS

#### Rent

- 1.1 The Tenant shall pay the annual rent by equal monthly payments in advance (or as varied pursuant to any rent review) on the rent payment date. The first monthly payment (together with rent calculated on a daily basis for any period from the commencement date of the term to the first rent payment date) shall be payable on the first rent payment date.
- 1.2 All rent shall be paid without any deduction by direct payment to the Landlord or as the Landlord may direct and the Tenant shall not advance as a reason for non-payment of rental any right of set off.

#### Market Rent Review

- 2.1 The annual rent payable as from each market rent review date (except for a market rent review date that is a renewal date) shall be reviewed by the Landlord as follows:
- (a) The Landlord may commence a review by not earlier than three (3) months prior to a review date or at any time up to the next following review date by giving written notice to the Tenant specifying the annual rent considered by the Landlord to be the current market rent as at the review date.
  - (b) If by written notice to the Landlord within twenty (20) working days after receipt of the Landlord's notice, the Tenant disputes that the proposed new annual rent is the current market rent then the new rent shall be determined in accordance with clause 2.2 but the new rent shall not be less than the annual rent payable during the period of twelve (12) months immediately preceding the relevant review date.
  - (c) If the Tenant fails to give such notice (time being of the essence) the Tenant shall be deemed to have accepted the annual rent specified in the Landlord's notice.
  - (d) The annual rent so determined or accepted shall be the annual rent from the review date or the date of the Landlord's notice if such notice is given later than sixty (60) working days after the review date.

#### Rent Determinations

- 2.2 Immediately following receipt by the Landlord of the Tenant's notice, the parties shall endeavor to agree upon the current market rent, but if agreement is not reached within ten (10) working days then the new rent shall be determined either:
- (a) By one party giving written notice to the other requiring the new rent to be determined by arbitration;
  - (b) If the parties so agree, by registered valuers acting as experts and not as arbitrators as follows:

- (1) Each party shall appoint a valuer and give written notice of the appointment to the other party within ten (10) working days of the parties agreeing to so determine the new rent.
- (2) If the party receiving the notice fails to appoint a valuer within the ten (10) working day period, then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties.
- (3) The valuers appointed before commencing their determination shall appoint an umpire who need not be a registered valuer.
- (4) The valuers shall determine the current market rent of the premises and if they fail to agree then the rent shall be determined by the umpire.
- (5) Each party shall be given the opportunity to make written or verbal representations to the valuer or the umpire subject to such reasonable time and other limits as the valuers or their umpire may describe, and they shall have regard to any such representations but not to be bound thereby.

When the new rent has been determined either the arbitrators or the valuers shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and such provision shall be binding on the party.

### **Interim Market Rent**

2.3 Pending determination of the new rent, the Tenant shall from the relevant rent review date or the date of service of the Landlord's notice if such notice is served later than 3 months after the relevant rent review date, until the determination of the new rent pay an interim rent as follows:

- (a) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
- (b) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
- (c) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant rent review date;

but in no circumstances shall the interim rent be less than the rent payable as at the commencement date of the then current lease term.

The interim rent payable shall be determined as at the relevant rent review date, or the date of service of the Landlord's notice if such notice is served later than 3 months after the relevant rent review date and, subject to clause 2.4, shall not be subject to adjustment.

2.4 Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Tenant. Any shortfall in payment shall immediately be payable by the Tenant.

## **Outgoings**

- 3.1 The Tenant shall pay the outgoings in respect of the property which are specified in the Third Schedule attached hereto. Where any outgoing is not separately assessed the Tenant shall pay such a fair proportion as shall be agreed upon or failing agreement determined by arbitration.
- 3.2 The outgoings shall be payable by the Tenant on demand.

## **Interest on unpaid money**

4. If the Tenant defaults in payment of the rent or other monies payable hereunder for ten (10) working days then the Tenant shall pay on demand interest at the default interest rate on the monies unpaid from the due date for payment down to the date of payment.

## **Costs**

5. Both parties will pay their own costs in respect to the preparation of this Lease and any variation or renewal or any Deed recording a rent review.

## **Indemnity**

6. The Tenant shall indemnify the Landlord against all damage or loss resulting from any act or omission on the part of the Tenant or the Tenant's employees, agents, invitees or contractors. The Tenant shall recompense the Landlord for all expenses incurred by the Landlord in making good any damage to the property resulting from any such act or omission. The Tenant shall be liable to indemnify only to the extent that the Landlord is not fully indemnified under any policy of insurance.

## **Insurance**

7. The Tenant shall at all times during the term keep and maintain any buildings on the property owned by the Tenant insured under a full replacement policy and if required by the Landlord provide evidence to the Landlord that such insurance's are in place.

## **PRESCRIBED USE OF THE PROPERTY**

- 8.1 The Tenant will use the property solely for the purposes of the Tenant and its general activities as set out under the heading "Prescribed Use" in the First Schedule and for no other purposes.
- 8.2 If the Landlord after making such enquiries as it thinks fit and giving the Tenant the opportunity of explaining the usage of the property is satisfied that the property is not being used or being sufficiently used for the Prescribed Use then the Landlord may terminate this lease on such terms as it thinks fit but without prejudice to any antecedent right or action which the Landlord may have against the Tenant however it arose.
- 8.3 Notwithstanding clauses 8.1 and 8.2 above the Landlord may at the entire discretion of the Landlord consent to the property being used for a use other than the prescribed use.

- 8.4 Notwithstanding any other provision in this Lease if the Landlord considers the property is required for the purpose of public recreation, this Lease may be terminated on such terms as the Minister of Conservation approves.

## **MAINTENANCE AND CARE OF PROPERTY**

### **Tenant's Obligations**

- 9.1 The Tenant shall keep and maintain any buildings or improvements that it erects on the property in good order and repair and shall comply with any reasonable requirements of the Landlord in respect to any such buildings or improvements.
- 9.2 Without in any way limiting the Landlord's rights pursuant to clause 9.1 above the Tenant shall comply with any reasonable requirement of the Landlord to repair all glass breakage's and any electrical fittings, paint and decorate any part of the exterior of any buildings or improvements erected on the property and repair and keep in good order any storm or wastewater drainage system.
- 9.3 The Tenant shall in a proper and workmanlike manner and to the reasonable requirements of the Landlord:
- (a) **Maintain Yards**
- Keep and maintain any carparks, paving and other sealed or surface areas in good order and repair.
- (b) **Care of Grounds**
- Keep any grounds, yards and surfaced areas in a tidy condition and maintain any garden or lawn areas in a tidy and cared for condition.
- (c) **Other Works**
- Carry out such works to the property as the Landlord may require in respect of which outgoings are payable by the Tenant.

### **Rubbish Removal**

10. The Tenant shall regularly remove to an appropriate disposal site all rubbish and garbage generated from the property and will keep any rubbish bins or containers in a clean and tidy condition. The Tenant will also at the Tenant's own expense cause to be removed all trade waste boxes and other goods or rubbish not removable in the ordinary course by the local authority.

### **Landlord's Right of Inspection**

11. The Landlord and its employees, agents and contractors may at all reasonable times during business hours enter upon the property to view the condition of any buildings or improvements erected thereon with or without valuers or insurers appraisers and prospective purchasers/tenants to view the condition thereof and may give notice in writing to the Tenant of all defects and wants of repair and the Tenant will with all reasonable despatch after receipt of such notice repair and make good the same according to such matters so far as the Tenant is liable so to do.

## **Landlord May Repair**

- 12.1 If default is made by the Tenant in the due and punctual compliance with any notice given by the Landlord relating to repair or maintenance pursuant to clause 9.1 or clause 11 herein, the Landlord without prejudice to the Landlord's other rights and remedies shall at the Landlord's option without suit or further notice be entitled by its employees, agents and contractors with all necessary equipment and material at all reasonable times to enter upon the property to execute any works as may be specified in the notice.
- 12.2 All moneys expended by the Landlord by reason of the Tenant's default shall be payable by the Tenant to the Landlord upon demand together with interest at the default interest from the date of expenditure down to the date of payment.

## **Access for Repair**

13. The Tenant shall permit the Landlord and the Landlord's employees, agents and contractors at all reasonable times to enter the property to carry out repairs pursuant to clause 12 hereof to the property and to install inspect repair renew or replace any services where the same are not the responsibility of the Tenant all such repairs. All such repairs and work shall be carried out as far as reasonably possible with the least inconvenience to the Tenant.

## **Signs and Painting**

- 14.1 The Tenant will not erect or display or permit to be erected or displayed either on the outside of any building on the property or upon any part of the property any advertising matter of any description or any sign displaying the name of the Tenant without the prior consent of the Landlord who may grant its consent subject to such reasonable conditions as the Landlord may decide which shall include compliance with the Local Authority's district plan.
- 14.2 The Tenant will not paint or repaint the exterior of any building or improvements on the property without the written consent of the Landlord to any colour scheme and the type of paint intended to be used.

## **Building Work and Alterations**

- 15.1 The parties acknowledge that the Tenant intends to carry out certain building work on the property, however, the Tenant shall not carry out any such building work nor make any alterations or additions to any buildings or improvements erected on the property without first producing to the Landlord on every occasion plans and specifications and obtaining the written consent of the Landlord (not to be unreasonably or arbitrarily withheld or delayed) for that purpose.
- 15.2 The Tenant will at all times including when undertaking any "building work" on the property (as that term is defined in the Building Act 2004), comply with all statutory requirements including the obtaining of building consents and code compliance certificates pursuant to the Act and agrees to indemnify the Landlord for any claims made against the Landlord arising under the Building Act by virtue of the Tenant failing to comply with the Act.



## **Compliance with Statutes and Regulations**

16. The Tenant shall comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the property by the Tenant or other occupant and will also comply with the provisions of all licences, requisitions and notices issued by any competent authority in respect of the property or their use by the Tenant or other occupant.

## **No Noxious Use**

17. The Tenant shall not:
- (a) Bring upon or store within the property nor allow to be brought upon or stored nor allowed to be brought upon the property or stored within any building on the property any machinery goods or things of an offensive noxious illegal or dangerous nature, or of such weight size or shape as is likely to cause damage to the building or any surfaced area.
  - (b) Use the property or allow them to be used for any noisome noxious illegal or offensive trade or business, or
  - (c) Allow any act or thing to be done which may be or grow to be a nuisance disturbance or annoyance to the Landlord, other tenants of the Landlord, or any other person, and generally the Tenant shall conduct the Tenant's business upon the property in a clean quiet and orderly manner free from damage nuisance disturbance or annoyance to any such persons but the carrying on by the Tenant in a reasonable manner of the Prescribed Use or any use to which the Landlord has consented shall be deemed not to be a breach of this clause.

## **Cancellation**

18. The Landlord may (in addition to the Landlord's right to apply to the Court for an order for possession) cancel this Lease by re-entering the property at the time or at any time thereafter:
- (a) if the rent shall be in arrears for not less than ten working days after any of the rent payment dates and the Tenant has failed to remedy that breach within 10 working days after service on the Tenant of a notice in accordance with section 245 of the Property Law Act 2007.
  - (b) in case of breach by the Tenant of any Covenant or agreement on the Tenant's part herein expressed or implied (other than the covenant to pay rent) after the Tenant has failed to remedy that breach within the period specified in a notice served on the Tenant in accordance with section 246 of the Property Law Act 2007.
  - (c) if the Tenant shall make or enter into or attempt to make or enter into any composition assignment or other arrangement with or for the benefit of the Tenant's creditors;
  - (d) in the event of the insolvency bankruptcy or liquidation of the Tenant; or
  - (e) if the Tenant shall suffer distress or execution to issue against the Tenant's property goods or effects under any judgement against the Tenant in any

Court for a sum in excess of five thousand dollars (\$5,000.00): and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

### **Loss on Cancellation**

19. Upon cancellation the Landlord may remove from the property or any buildings or improvements erected thereon any chattels in the apparent possession of the Tenant and place them outside the property and the Landlord shall not be answerable for any loss resulting from the exercise of the power of re-entry.

### **Essentiality of Payments**

- 20.1 Failure to pay rent or other moneys payable hereunder on the due date shall be a breach going to the essence of the Tenant's obligations under the Lease. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages from the Tenant for such breach. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.
- 20.2 The acceptance by the Landlord of arrears of rent or other moneys shall not constitute a waiver of the essentiality of the Tenant's continuing obligation to pay rent and other moneys.

### **Repudiation**

21. The Tenant shall compensate the Landlord and the Landlord shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Tenant constituting a repudiation of the lease or the Tenant's obligations under the lease. Such entitlement shall subsist notwithstanding any determination of the lease and shall be in addition to any other right or remedy which the Landlord may have.

### **Quiet Enjoyment**

22. The Tenant paying the rent and performing and observing all the covenants and agreements herein expressed and implied shall quietly hold and enjoy the property throughout the term without any interruption by the Landlord or any person claiming under the Landlord.

### **Renewal of Lease**

23. If the Tenant has given to the Landlord written notice to renew the Lease at least three (3) calendar months before the end of the term and it is not at the date of the giving of such notice in breach of this Lease then the Landlord will grant a new lease for a further term from the renewal date as follows:
  - (a) If the renewal date is a rent review date the annual rent shall be agreed upon or failing agreement shall be determined in accordance with clauses 2.1 and 2.2 but such annual rental shall not be less than the rent payable at the commencement date of the immediately preceding lease term.
  - (b) Subject to the provisions of clause 23(a) the new lease shall be upon and subject to the covenants and agreements herein expressed and implied

except that the term of this Lease plus all further terms shall expire on or before the final expiry date.

- (c) The annual rent shall be subject to review during the term of the new lease on the rent review dates or if no dates are specified then after the lapse of the equivalent periods of time as are provided herein for rent reviews.
- (d) The Landlord, as a condition of granting a new lease shall be entitled to have the new lease guaranteed by any guarantor who has guaranteed this Lease on behalf of the Tenant who has given notice.
- (e) Pending the determination of the new rent, the Tenant shall pay an interim rent in accordance with clauses 2.3 and 2.4;
- (f) Notwithstanding anything contained in clause 2.3 interim rent referred to in that clause shall not be less than the annual rent payable as at the commencement date of the immediately preceding lease term.

### **Assignment or Subletting**

- 24. The Tenant shall not assign sublet or otherwise part with the possession of the property or any part thereof without first obtaining the written consent of the Landlord.

### **GENERAL**

#### **Holding Over**

- 25. If the Landlord permits the Tenant to remain in occupation of the property after the expiration or sooner determination of the term, such occupation shall be a monthly tenancy only terminable by twenty (20) working days written notice at the rent then payable and otherwise on the same covenants and agreements (so far as applicable to a monthly tenancy) as herein expressed or implied.

#### **Access for Re-letting**

- 26. The Tenant will at all reasonable times during the period of three months immediately preceding expiration of the term permit intending tenants and others with written authority from the Landlord or the Landlord's agents at all reasonable times to view the property.

#### **Suitability**

- 27. No warranty or representation expressed or implied has been or is made by the Landlord that the property is now suitable or will remain suitable or adequate for use by the Tenant or that any use of the property by the Tenant will comply with the by-laws or ordinances or other requirements of any authority having jurisdiction.

#### **Waiver**

- 28. No waiver or failure to act by the Landlord in respect of any breach by the Tenant shall operate as a waiver of another breach.

## **Tenant to Indemnify the Landlord**

29. The parties acknowledge that the Landlord shall not be liable for any claims including but not limited in respect of accident, injury or damage suffered by any person or property as a result of the Tenant's use of the property and the Tenant shall comply with all obligations imposed on an employer or on an occupier of a place of work by the Health and Safety in Employment Act 1992 and will to the extent permitted by law indemnify the Landlord against any expense which the Landlord may incur by virtue of that Act arising from any event which may occur on the property during the term of the lease.

## **Sale of Alcohol**

30. In the event that the Tenant wishes to sell alcohol on the property, or from any building or improvement erected on the property, permission must first be obtained in writing from the Parks and Property Manager of the Landlord before a licensee may be applied for from the Liquor Licensing Agency.

## **Early Childhood Care**

31. In the event that the Tenant wishes to use the property for the purposes of early childhood education the Tenant shall be required to comply with all requirements in respect to the property as determined by the Ministry of Education.

## **Landlord May Enter the Property Where Statutes and Regulations Are Not Complied With**

32. In the event that the Tenant shall not comply with the provisions of all statutes, ordinances, regulations and by-laws relating to the use of the property by the Tenant as required by clause 16 herein the Landlord may without limiting its powers pursuant to clause 12 herein enter upon the property to execute such works to provide that all statutes, ordinances, regulations and by-laws are complied with and any monies expended by the Landlord in executing such works shall be payable by the Tenant to the Landlord upon demand together with interest thereon at the default interest rate from the date of expenditure down to the date of payment.

## **Tenant May Make Rules**

- 33.1 The Tenant may make rules for management and control of the property and for the conduct of persons using them which are necessary and not inconsistent with this lease.
- 33.2 Before any rules come into force they must have the written consent of the Landlord.
- 33.3 All such rules when approved and adopted shall be displayed in a conspicuous place on the property for the information and guidance of all persons entering upon the property.

## **Fences**

34. In the event that the Landlord requires fencing to be erected upon the property then the Landlord may provide instructions to the Tenant requiring the fence to be so erected including the location and type of fence required and the Tenant shall erect such fence at the sole cost of the Tenant forthwith.

## **Tenant's Acknowledgement**

35. The Tenant acknowledges that the Tenant will preserve and protect any natural, scientific, historical, cultural, archaeological, biological, geographical or other scientific feature or indigenous flora or fauna on the property.

## **LANDLORD'S OPTION TO PURCHASE BUILDINGS OR IMPROVEMENTS**

### **Tenant's Buildings or Improvements**

- 36.1 The Landlord shall be entitled within three (3) months of the end of the term of the Lease or by earlier determination of the term by notice in writing to the Tenant to require the Tenant to remove at the sole cost of the Tenant any improvements erected on the property by the Tenant. If the Landlord does not require any certain improvements erected on the property by the Tenant to be removed by the Tenant then those improvements shall fall into the ownership of the Landlord and the Landlord shall not be required to pay any compensation whatsoever to the Tenant for those improvements.
- 36.2 In the event the Tenant is requested by the Landlord to remove any such improvements erected on the property in accordance with clause 36.1 then the Tenant shall do so and leave the property in a good and tidy condition within two (2) months of the Landlord giving notice in accordance with clause 36.1. In the event the Tenant does not remove such improvements on the property within such time period then the Landlord may:
- (a) arrange for the removal of the improvements on the property together with their disposal; and
  - (b) arrange for the property to be left in a clean and tidy condition; and
  - (c) charge the Tenant for the cost of doing so which shall be payable upon demand together with interest thereon at the default interest rate as provided in this Lease.

### **Third Party's Use of the Property**

37. The Tenant shall be entitled to allow third persons to utilise the property from time to time, however, in the event that the Tenant enters into an arrangement to allow a third party to utilise the property on an ongoing basis, the Tenant shall first notify the Landlord of the proposal. The Tenant shall provide such information in respect to the proposal as the Landlord requires, including but not limited to the amount of any sum to be paid to the Tenant by the third party for the right to use the property and in the event that the Landlord is not satisfied with the proposal the Landlord may require it to be terminated or require the terms of it to be amended in which case the Tenant shall strictly comply with the Landlord's request.

### **Notices**

- 38.1 All notices must be in writing and must be served by one of the following means:
- (a) In the case of a notice under sections 245 or 246 of the Property Law Act 2007 in accordance with the requirements of section 353 of that Act; and
  - (b) In all other cases, unless otherwise required by sections 352 to 361 of the

Property Law Act 2007;

- (i) using the procedure outlined in sections 354 to 361 of the Property Law Act 2007, or
- (ii) by personal delivery, or by posting by registered or ordinary mail, or by facsimile, or by email.

38.2 In respect of the means of service specified in clause 38.1(b)(ii), a notice is deemed to have been served:

- (a) in the case of personal delivery, when received by the addressee;
- (b) in the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
- (c) in the case of facsimile transmission, when sent to the addressee's facsimile number; or
- (d) in the case of email, when acknowledged by the addressee by return email or otherwise in writing.

38.3 In the case of a notice to be served on the Tenant, if the Landlord is unaware of the Tenant's last known address in New Zealand or the Tenant's facsimile number, any notice affixed conspicuously on any part of the premises shall be deemed to have been served on the Tenant on the day on which it is affixed.

38.4 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

#### **Graffiti**

39. If during the term of the Lease any graffiti occurs on the exterior of any building or improvements on the property then the Tenant shall forthwith remove the graffiti at the sole cost of the Tenant and, if required by the Landlord, repaint the affected area in keeping with the balance of such buildings or improvements to a standard acceptable to the Landlord.

#### **No Overnight Occupation**

40. The Tenant shall not permit any person or persons to reside on the property overnight or reside in any building or improvement on the property overnight.

#### **Reporting Standard**

41. The Tenant, when requested by the Landlord, shall provide to the Landlord a report in relation to the Tenant's occupation of the property in accordance with this Lease with such information to contain information and to be in a format as required by the Landlord.

#### **Non-Complaint**

42. The Tenant shall not make, lodge, permit to be lodged, support, or encourage any third party to make, lodge, permit to be lodged or support any complaint or objection with the Palmerston North City Council or Horizons Regional Council regarding activities that are lawful under either the Palmerston North City Council's District

Plan, or the Horizons Regional Council's One Plan, or any plan issued in substitution thereof.

### **Reserves Act 1977**

43. It is agreed that this Lease is entered into pursuant to section 54(1)(b) of the Reserve Act 1977.

### **Arbitration**

44. If any dispute as to the terms or interpretation of this Deed or any part of it arises or as to the obligations of any party to this Deed then the parties at dispute shall enter into negotiations in good faith to resolve such dispute. If the dispute is not resolved within one (1) month of the date on which the parties begin their negotiations the parties shall submit their dispute to the arbitration of an independent arbitrator appointed jointly by the parties and if one cannot be agreed upon within ten (10) working days, to an independent arbitrator appointed by the President for the time being of the Manawatu District Law Society or the nominee of that person. Such arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provision relating to arbitration.

### **Interpretation**

45. In this lease
- (a) the Landlord and the Tenant means where appropriate the executors, administrators, successors and permitted assigns of the Landlord and the Tenant.
  - (b) "the property" means the land leased by the Tenant pursuant to this Deed of Lease and where the context requires or admits means any buildings or improvements erected on the property.
  - (c) "working day" means a day of the week other than:
    - (i) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, The Sovereign's Birthday and Labour Day and;
    - (ii) A day in the period commencing with 25th December and ending with 2nd January in the following year and;
    - (iii) The day observed as the anniversary of any province in which an act is to be done.
  - (d) whenever words appear in this lease that also appear in the First Schedule then those words shall mean and include the details supplied after them in the First Schedule
  - (e) Where the context requires or admits, words importing the singular shall import the plural and vice versa.

## ADDITIONAL CLAUSES

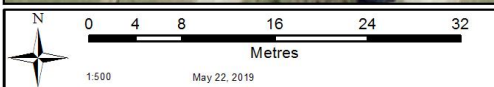
- 46.1 The Tenant shall submit a landscaping plan to the Parks Manager and such plan shall be approved by the Parks Manager prior to the construction work. The landscaping work shall, at the Tenant's sole cost, be completed prior to the venue operations. The landscaping plan shall also include but not limit to treatment or screening of the shipping containers.
- 46.2 The Tenant shall obtain prior consent from the Landlord for removal of any trees of the Premises at the Tenant's sole cost.
- 46.3 The Tenant shall clean the site of litter and offensive material from the Premises and into the wider park area to a distance of 100 meters from the Premises on all sides (excluding down the terrace bank due to health and safety reasons) before 9 am in the morning following every function and event.
- 46.4 The Tenant will ensure that the gates of the Ashhurst Domain remain closed during any functions or events held past the time the gates are closed by PNCC. The Tenant shall, at the Tenant's sole cost, manage the event attendees arriving and leaving through those the closed gates so as to ensure no unapproved access is granted to the park.
- 46.5 Venue operating hours shall be as follows:
- (a) Starting from 7 am to 10 pm on Sunday to Thursday (with a 1-hour pack down time after 10 pm permitted).
  - (b) Starting from 7 am to 12 midnights on Friday and Saturday (with a 1-hour pack down time after 12 midnight permitted).
  - (c) However, the operating hours of following dates shall be in line with clause 46.5(a) if they happen to be on Friday and Saturday: Waitangi Day, Easter Weekend, Anzac Day, Queens Birthday Weekend, Labour Day Weekend and 18 December to 30 December each year.



### THIRD SCHEDULE

#### **Outgoings:**

1. Rates or levies payable to any local or territorial authority.
2. Charges for water gas electricity telephones and other utilities or services, including line charges.
3. Rubbish collection and recycling charges.
4. New Zealand Fire Service charges and the maintenance charges in respect of all fire detection and fire fighting equipment.
5. Any insurance excess (but not exceeding \$2,000) in respect of a claim and insurance premiums and related valuation fees.
6. Service contract charges for air conditioning, lifts, other building services and security services.
7. Cleaning maintenance and repair charges including charges for repainting, decorative repairs and the maintenance and repair of building services to the extent that such charges do not comprise part of the cost of a service maintenance contract but excluding charges for structural repairs to the building (minor repairs to the roof of the building shall not be a structural repair), repairs due to defects in design or construction, inherent defects in the building and renewal or replacement of building service.
7. The provisioning of toilets and other shared facilities.
8. The cost of ground maintenance i.e. lawns, gardens and planted areas including plant hire and replacement, and the cost of repair of fences.
9. Yard and car parking area maintenance and repair charges.
- ~~10. Body Corporate charges for insurance premiums and related valuation fees and management administration expenses.~~
11. Management expenses.
12. The costs incurred and payable by the Landlord in supplying to the territorial authority a building warrant of fitness and obtaining reports as required by Section 45 of the Building Act 2004.



PNCC Maps

Disclaimer: Copyright and disclaimers apply. See [www.pncc.govt.nz](http://www.pncc.govt.nz) for details. cc