

**DEED OF LICENCE FOR TENT SITE AT MIGHTY RIVER DOMAIN AT LAKE
KARAPIRO, MAUNGATAUTARI ROAD, CAMBRIDGE**

DATED: 2020

PARTIES:

(1) **KARAPIRO ROWING INCORPORATED** (975687) ("**Licensor**"); and

(2) ("**Licensee**")

REFERENCE SCHEDULE:

The Property: Front tent site number _____, at Mighty River Domain at Lake Karapiro, Maungatautari Road, Cambridge, comprising an area of approximately 8.5 m by 8.5 m in size.

Commencement Date: Sunday, 1 November 2020

Expiry Date: Wednesday, 31 August 2022

Annual Licence Fee: \$ _____ excluding GST

Instalments: Annually

Permitted Use: Siting of tents for use by spectators at the following rowing regatta Events (as identified below) from 6.00am on the first day of the relevant Event until 8:00pm on the final day of the relevant Event:

Events

2020-2021 Season	Karapiro Memorial Regatta Karapiro Club Regatta Christmas Regatta North Island Club Championships Aon Junior Age Group Regatta Aon North Island Secondary School Championships Any additional regattas deemed to be included by the Licensor
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2021-2022 Season	Karapiro Memorial Regatta Karapiro Club Regatta Christmas Regatta North Island Club Championships Aon Junior Age Group Regatta Aon North Island Secondary School Championships Any additional regattas deemed to be included by the Licensor
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Select One Only (tick box)	2021 New Zealand Secondary School Champs (Maadi Cup)	<input type="checkbox"/>
	2022 National Club Rowing Championships	<input type="checkbox"/>

Select One Only (tick box)	Powered Tent Site	<input type="checkbox"/>
	Power not required	<input type="checkbox"/>

**Licensors'
address for
service:**

Karapiro Rowing Incorporated
C/- KRI Regatta Administration
601 Maungatautari Road
RD2
Cambridge 3494

**Licensee's
address for
service:**

EXECUTED

Signed as a Deed for and on)
behalf of)
Karapiro Rowing)
Incorporated as)
Licensor by / in the presence of:)

Signature

Witness signature

Print name and
position

Witness name

Signature

Address

Print name and
position

Occupation

Signed as a Deed for and on)
behalf of)
)
)
as Licensee by / in the)
presence of:)

Signature

Witness signature

Print name and
position

Witness name

Signature

Occupation

Print name and
position

Address

TERMS AND CONDITIONS:

1. **Definitions and Interpretation:** In this Deed unless the context otherwise requires:
 - (a) **"Head Lease"** means each lease for the Property for the time being between the Head Lessor and the Licensor.
 - (b) **"Head Lessor"** means Waipa District Council and their successors and assigns.
 - (c) **"Licence"** means the licence granted by the Licensor to the Licensee under clause 2.
 - (d) **"Term"** means the period from and including the Commencement Date to and including the Expiry Date.
 - (e) Where obligations bind more than one person those obligations shall bind those persons jointly and severally.
 - (f) References in this Deed to the headings in the Reference Schedule shall be references to and shall include the terms and details referred to under those headings. Elsewhere in this Deed, clause headings have been inserted for convenience only and shall not in any way affect the interpretation of this Deed.
 - (g) The benefits and burdens shall be binding upon the parties and their respective successors, executors, administrators and personal representatives, and references to the parties shall be construed accordingly.
 - (h) This Deed includes the Reference Schedule and all plans and other annexures to this Deed.
2. **Agreement to Grant Licence:** The Licensor grants to the Licensee the licence and right to use the Property for the Term upon the terms and conditions of this Deed.
3. **Annual Licence Fee and Goods and Services Tax**
 - (a) The Licensee shall pay the Annual Licence Fee to the Licensor in advance in either annual or monthly instalments (as set out in the following clauses (b) or (c)), as elected by the Licensee and agreed to by the Licensor.
 - (b) The first annual instalment is due for payment within 10 working days of the Commencement Date and, thereafter, annual instalments shall be paid in advance on each and every anniversary of the Commencement Date during the Term.
 - (c) The first monthly instalment is due for payment within 10 working days of the Commencement Date, the second monthly instalment is due for payment on 11 December 2020 and, thereafter, each monthly instalment shall be payable in advance on the 20th of each and every following month during the Term.
 - (d) The Annual Licence Fee instalments shall be paid without deduction or set-off by direct credit referring to the Licensee's name and the words "Tent Site Licence" or as the Licensor may, in writing, otherwise direct.
 - (e) The Licensee shall at the time each instalment of the Annual Licence Fee falls due for payment also pay to the Licensor all goods and services tax payable on that instalment of the Annual Licence Fee.
4. **Use of Property**
 - (a) The Licensee's right to use the Property is exercisable for the duration of those rowing events and at the times and on the dates identified in the Permitted Use.
 - (b) The Property shall only be used for the Permitted Use in accordance with this Deed.
 - (c) Any tents erected on the Property must be located entirely within the boundaries of the Property except that the Licensee may place guy ropes and pegs outside the perimeters of the Property if such placement does not disturb the use and enjoyment of any other person (as may be determined by the Licensor in its sole discretion).
 - (d) The Licensee acknowledges and agrees to the users of other tent sites placing guy ropes and pegs on the Property where such placement does not unreasonably interfere with the Permitted Use.
5. **Risk and indemnity**
 - (a) The Licensee shall use the Property entirely at the Licensee's risk in every respect. The Licensee agrees that the Licensor shall have no liability to the Licensee or any other person for any damage or loss whatsoever suffered by the Licensee or other persons in respect of the Property and use of the same, whether to themselves, their equipment, or otherwise, and the Licensee releases the Licensor from liability or loss arising from, and costs incurred in connection with: damage, loss, injury or death however caused; and anything the Licensor is permitted or required to do under this Deed.
 - (b) The Licensee indemnifies the Licensor against all damage to the Property or loss or claims of any kind sustained or received by the Licensor arising from the use of the Property by the Licensee or the employees or invitees of the Licensee including, without limitation, in connection with: damage, loss, injury or death however caused; the Licensor doing anything which the Licensee must do under this Deed but has not done or which the Licensor considers it has not done properly; any person exercising, or attempting to exercise, a right or remedy in connection with this Deed after the Licensee defaults under this Deed; and if this Deed is terminated under clause 6, the Licensee's breach of this Deed and the termination of this Deed, including the Licensor's loss of the benefit of the Licensee performing its obligations under this Deed from the date of that termination until the last day of the Term.
 - (c) The Licensee agrees to pay amounts due under this indemnity on demand from the Licensor.
6. **Termination for default:** If at any time any of the following occur:
 - (a) the Annual Licence Fee is in arrears for 10 days;
 - (b) any provision of this Deed is breached by the Licensee;
 - (c) the Licensee has a receiver appointed or goes into liquidation;
 - (d) the Licensee fails to keep up to date with any other payments due to Karapiro Rowing Incorporated;
 - (e) the Head Lease terminates for any reason; or

- (f) the Property or the Mighty River Domain are destroyed or damaged to such an extent that in the opinion of the Licensor the Property is no longer able to be accessed or used by the Licensee, then the Licensor may immediately terminate this Deed and remove any equipment or other goods on the Property. At the same time all rights and interests of the Licensee under this Deed shall terminate, but without releasing the Licensee from any liability because of any breach of this Deed or unpaid Annual Licence Fee.
7. **Subject to terms of Head Lease:** Except where they are inconsistent with this Deed, the Licensee shall comply with all obligations imposed on the Licensor as tenant under the Head Lease, insofar as such obligations relate to the use of the Property. The Licensee acknowledges that the rights which the Licensor has under this Deed may be exercised by the Head Lessor as well as by the Licensor.
8. **No lease or assignment**
- (a) This Deed does not create any lease, tenancy or interest in the Property.
- (b) The rights pursuant to this Deed are strictly personal to the Licensee and the Licensee is prohibited from assigning, sublicensing or otherwise dealing with this Deed.
9. **Licensor may remedy:** If the Licensee makes default in the performance of any one or more agreements contained in this Deed then the Licensor may elect to remedy at any time without notice any such default by the Licensee and all money (including interest), penalties and expenses incurred by the Licensor (including legal costs and expenses) in remedying that default will be paid by the Licensee to the Licensor on demand.
10. **Notices:** Any notice or other document required to be given, delivered or served under this Deed may be given, delivered or served by registered post addressed to the relevant address provided in the Reference Schedule of this Deed or should such address have become obsolete then to the registered office, principal place of business or post office box of the party intended to be served or by means of facsimile message to the facsimile number or code of the party intended to be served and any notice or other document will, when given by post, be deemed to have been given or served and received by the other party two working days after the date of posting, and any notice served by facsimile will be deemed to have been given, served and received by the other party 24 hours after transmission AND, in the case of any notice or document required to be served or given by the Licensor to the Licensee, the notice or document may be signed on behalf of the Licensor by any attorney, officer, employee, agent or solicitor of or for the Licensor or any other person authorised by the Licensor from time to time.
11. **Governing Law:** This Deed is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.