

AGREEMENT TO OCCUPY

Dated this 12th day of January 2023.

Between: Far North District Council, Memorial Avenue, Kaikohe (hereinafter called "the Licensor").

And: Hokianga Treks 4 Kids Charitable Trust (2159302), 5 Mariner Street, Rawene (hereinafter called "the Licensee")

Leased area: The land and buildings located at Rawene Domain being **sections 6 and 7 Block XIV Mangamuka Survey District** (land area 213,653m² more or less)

The Licensor hereby grants to the Licensee use of the Leased area on the following terms and conditions:

Term: 364 days

Commencement Date: 1 January 2023

Rent: \$ 113 + gst

Expiry Date: 31 December 2023

Permitted Use:

To provide a venue for the purpose of holding events, running programmes in equestrian skill and grazing of cattle (11) to maintain the fields.

The licensee shall not use the Leased area or permit the Leased area to be used for any purpose other than the Permitted Use.

1. Rights of renewal:

Upon the expiry of the 364 day term this licence may be assessed for renewal upon the same terms and conditions provided the licensee shall have first given to the licensor not less than two (2) calendar months' notice in writing of the intention to seek such renewal. This clause does not give automatic right of renewal.

2. Assignment or subletting:

The Licensee shall not assign or sublet the Leased area.

3: Licensee's obligations:

The Licensee shall:

- a) At all times keep the Leased area in a clean and tidy condition and ensure all rubbish is removed.
- b) Neither make nor allow to be made any alterations or additions to the Leased area.
- c) Not permit any act or thing to be done which may be or become an unreasonable nuisance to the Licensor, adjoining property owners or members of the public.
- d) Ensure that the Leased area are safe and suitable for use by the Licensee, its employees, agents and contractors.
- e) The Licensee shall be responsible for the security of the Leased area, and for obtaining insurance for its own effects. The Licensor takes no responsibility for the loss of the Licensee's, animals, materials or equipment.

- f) Upon termination of this Agreement the Leased area shall be returned to the condition it was in prior to entry.

4. Insurance:

The Licensee must have public liability insurance with an amount of cover no less than two million dollars (\$2,000,000) and shall arrange adequate insurance against all reasonable insurable risks as required.

5. Buildings and structures:

The licensee will not erect any building or structures within the Leased area.

6. Indemnification:

The Licensee indemnify' s the Licensor against all actions, proceedings, liabilities, costs, expenses, demands or damages of any kind arising through any breaches of this Agreement being made by the Licensee.

7. Termination:

The Licensor may terminate this Agreement by either:

- a) giving one (1) months' notice in writing.
- or
- b) immediate termination by providing written notice to the Licensee if the Licensee commits a material breach of the terms and conditions.

The Licensee may terminate this Agreement by:


- a) giving one (1) months' notice in writing.

The licensee shall remove their improvements from the site and repair any damage caused by that removal and leave the whole of the agreed area in a clean and tidy condition and to the licensor's reasonable satisfaction.

Further Terms

- The licensee will remove horses/stock on any public occasion.
- The licensee shall be responsible for the provision of a stock-proof fence and ensure that any horses/stock on the land do not stray from the property.
- The licensee shall not break up or crop any part of the said land without the prior written consent of the licensor.
- The licensee shall control at their own cost all weeds to the satisfaction of the licensor.
- The licensee shall monitor the stop-banks and flood gates and immediately notify the licensor of any maintenance requests.


Signed for and on behalf of
Far North District Council
pursuant to delegated authority



Signature

Andy Finch

Name



Witness signature

Tania George

Name

Executive Assistant

Occupation

Signed for and on behalf of

[Name] *HOKIANGA TREKS 4 KIDS CHARITABLE TRUST*

Robert J Pink

Signature

ROBERT J PINK

Name

Leonard Andrewes JP

Witness signature



Name

LEONARD BARRIE ANDREWES

27 Parnell Street

RAWENE, NZ

Occupation

Tel. 09 405 7869

SCHEDULE 1 – SITE PLAN

RAWENE DOMAIN - SECTIONS 6 AND 7 BLOCK XIV MANGAMUKA SURVEY DISTRICT

