

CARPARK LICENCE AGREEMENT BETWEEN

OWNER: **YORK PROPERTIES**

136 Cannington Road, Dunedin

Phone: (03)4672497

Fax: (03)4672496

E-mail: wayne@bowen.net.nz

Cell: 0211083521

AND

LICENSEE: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ For attention: _____

PREMISES: __ Carpark(s) marked __ at Fillmor House, Filluel Street, Dunedin (“the building”).

COMMENCEMENT DATE: __1st__ day of

TERM: __ months. Where the term does not commence on the first day of the month the initial term only of this licence shall extend to include the whole of the month in which the initial term terminates.

FINAL EXPIRY DATE: The last day of __20__

LICENCE FEE REVIEW DATES: On each six monthly anniversary of:

- (a) if the commencement date is the first day of the month, the commencement date
- (b) if the commencement date is not the first day of the month, the first day of the month immediately following the commencement date.

MONTHLY LICENCE FEE PER CARPARK: (including GST) \$__

TOTAL MONTHLY PAYMENT: (including GST) \$__

METHOD OF PAYMENT: Any initial part month period and the first full month by cash or cheque on signing, and thereafter by automatic payment on the 1st day of each month. Licence fees shall be apportioned on a daily basis for any part month.

TERMS AND CONDITIONS: The Owner grants and the Licensee accepts a licence and right to use the carpark(s) on the terms detailed above and in the schedule hereto, and the Guarantor guarantees the obligations of the Licensee as detailed in the schedule.

DATED this __ day of _____

SIGNED for the
OWNER
by its duly authorised agent

SIGNED for the
LICENSEE
by its duly authorised agent

SCHEDULE

1. USE OF CARPARKS

- 1.1 Each carpark shall be used for parking of only one motorcar owned or used by the Licensee, or employees or invitees of the Licensee. No other use is permitted.
- 1.2 The Licensee shall at all times:
 - 1.2.1 Comply with any rules for good governance of the building imposed from time to time by the Owner or by Body Corporate 21237 Otago Registry.
 - 1.2.2 In particular strictly comply with any rules relating to health, safety or security.
 - 1.2.3 Use the carpark(s) and common areas of the building in a considerate manner, so as to not annoy or interfere with any other user authorised by the Owner, nor with access to or use of any other carparks.
 - 1.2.4 Forthwith on termination of this licence, return to the Owner all keys, access cards or other means of access supplied to or held by the Licensee and employees and invitees of the Licensee.
- 1.3 The Licensee shall not at any time:
 - 1.3.1 Permit any vehicle within the building to exceed 5km per hour.
 - 1.3.2 Make any undue noise.
 - 1.3.3 Do anything likely to endanger the health or wellbeing of any person or property within the building.
 - 1.3.4 Permit any vehicle of the Licensee, or employees or invitees of the Licensee to create excessive smoke or noxious fumes or to leak petrol, diesel, gas, or other fuel.
 - 1.3.5 Carry out any maintenance, wash any vehicle, or spill oil or other damaging substances.
 - 1.3.6 Park any vehicle in any common area of the building, or in any carpark not licensed to the Licensee, or in a manner that will obstruct any other users of the building.
 - 1.3.7 Deposit or store any goods or rubbish in the carpark or the building.
 - 1.3.8 Use or permit or suffer usage of any key or access card or other means of access for any purpose other than access to and from the Licensee's carpark(s).
 - 1.3.9 Fence off or enclose any carpark(s).
 - 1.3.10 Do or permit any act likely to damage the structure of the building or the fixtures and fittings therein.
 - 1.3.11 May not smoke in any part of the building
- 1.4 The Licensee may:
 - 1.4.1 Authorise the Licensee's employees or invitees to use the carpark(s) but the Licensee shall ensure that any employees or invitees comply with the obligations set out in clause 1 hereof.
 - 1.4.2 Use common areas of the building as the Owner from time to time reasonably specifies, but only for the purpose of ingress to and egress from the Licensee's carpark(s).
 - 1.4.3 At the Licensee's cost place a sign on each carpark not exceeding 500mm x 250mm in size, and of a design and in a location previously agreed with the

2. REVIEW OF LICENCE FEE

- 2.1 The licence fee shall be reviewed by the Owner giving not less than one month's notice in writing specifying the reviewed licence fee.
- 2.2 If the Licensee objects to the reviewed licence fee the Licensee must within 14 days from date of sending of the Owner's notice (time being of the essence), give notice objecting to the review, in which case this Licence shall terminate on the date the licence fee review is to take effect, unless the Owner within 14 days after receipt of the Licensee's notice gives notice revoking the licence fee review.
- 2.3 Unless the Licensee has given notice objecting to the reviewed licence fee within the stipulated time and the Owner has revoked the licence fee review notice the reviewed licence fee shall take effect from the relevant review date or, if the Owner has given insufficient notice or notice after the review date, the first day of the month following completion of the notice period.

3. RENEWAL

- 3.1 Unless the Licensee has given one month's notice prior to any renewal date this licence shall be deemed renewed on the same terms and conditions, subject to any reviewed licence fee for a further period equal to the initial term (excluding any part month incorporated into the initial term), but no such renewal shall extend past the final expiry date, and any holding over after the final expiry date shall be a monthly licence only, but otherwise on the same terms and conditions as are specified herein.

4. RISK AND INDEMNITY

- 4.1 The Licensee shall use the carpark(s) entirely at the Licensee's risk in every respect. The Owner shall have no liability to the Licensee or any other persons for any damage or loss whatsoever suffered by the Licensee or other persons in respect of the carpark(s) and their use and whether to themselves, their motor vehicles and their contents, or otherwise.
- 4.2 The Licensee indemnifies the Owner against all damage to the Owner's property or loss or claims of any kind sustained or received by the Owner arising from the use of the carpark(s) by the Licensee or the employees or invitees of the Licensee.

5. TERMINATION

- 5.1 If at any time any of the following occur:
- (a) the licence fee is in arrears for 14 days;
 - (b) any provision of this licence is breached by the Licensee;
 - (c) the Licensee is declared bankrupt (if an individual), has a receiver appointed or goes into liquidation (if a company); or
 - (d) any lease to the Licensee of premises in the property terminates for any reason;

the Owner may immediately terminate this licence and remove any motor vehicle or other goods in the carpark(s) or the property. At the same time all rights and interests of the Licensee under this licence shall terminate, but without releasing the

- 6.1 This licence does not create any lease, tenancy or interest in the building or the carparks.
- 6.2 The Owner may from time to time allocate to the Licensee different carpark(s) in the building in lieu of the carpark(s) described herein.
- 6.3 Where any payment of licence fee or any other payment due pursuant to this agreement is more than 14 days late the overdue amount shall incur interest at the rate of 14% per annum, from the date it was due for payment until the date the amount overdue, plus all interest accrued under this clause, has been paid.
- 6.4 The Licensee shall pay any costs and disbursements incurred by the Owner in respect of grant of this licence, and the Owner's legal costs (between Solicitor and client) of and incidental to the enforcement or attempted enforcement of the Owner's rights, remedies and powers under this licence.
- 6.5 If the Licensee fails to promptly comply with any obligation under this licence, including but not by way of limitation making good any damage caused by the Licensee to the building, the Owner may without prejudice to the Owner's other rights and remedies, complete such obligations, including removing and dumping any goods or rubbish, and the value of the work performed by the Owner shall be payable by the Licensee to the Owner upon demand.
- 6.6 Any notices by the Owner may be given by post, fax or e-mail to the Licensee's addresses specified on the front page.
- 6.7 Where obligations bind more than one person, those obligations shall bind those persons jointly and severally.
- 6.8 Others authorised by the Owner to use the building may pass over the carpark(s) to the extent that they are not at the time occupied by a vehicle.
- 6.9 In the event of termination of this licence for any reason the Licensee shall remain liable for an amount equivalent to the monthly licence fee amount until the Licensee has returned to the Owner all keys or access cards or other means of access issued to or held by the Licensee.

7. GUARANTEE AND INDEMNITY

- 7.1 In consideration of the Owner, at the request of the Guarantor, granting this licence to the Licensee, the Guarantor covenants with and guarantees to the Owner and the Owner's successors in title to the property that the Licensee and Guarantor shall:
 - (a) punctually pay on the due date all licence fees and other monies from time to time payable pursuant to this licence; and
 - (b) perform all the covenants in this licence.
- 7.2 The Guarantor shall indemnify the Owner against any loss the Owner might suffer should this licence be lawfully disclaimed or abandoned by any receiver, liquidator, official assignee, or statutory manager of the Licensee, or be or become unenforceable for any reason.

8. SPECIAL CONDITIONS