

**DEED OF LEASE
BROOK VALLEY HOLIDAY PARK
(CAMPGROUND)**

NELSON CITY COUNCIL

[TO BE CONFIRMED]

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SCHEDULES

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SCHEDULE 3 LIST OF FIXTURES AND CHATTELS

PARTIES

1. NELSON CITY COUNCIL (Lessor)
2. [TO BE CONFIRMED] (Lessee)
3. [TO BE CONFIRMED] (Guarantor)

BACKGROUND

- A. The Reserve is vested in the Lessor as local purpose (outdoor leisure, camping, conservation and education) reserve.
- B. The Lessor leases to the Lessee and the Lessee takes on lease the Premises (which forms part of the Reserve) on the terms and conditions set out in this deed.
- C. The Guarantor has agreed to guarantee the Lessee's obligations under this Lease.
- D. The parties have also agreed to enter into the Management Agreement contemporaneously with this Lease to set out the terms on which the Lessee will manage the operation of the campground located on the Premises.

THIS DEED RECORDS THAT:

1. DEFINITIONS AND INTERPRETATION**1.1 Definitions:** In this Lease, unless the context indicates otherwise:

Authority means any government, regulatory, local, regional, territorial, or other authority having jurisdiction or authority over, or in respect of, the Reserve or the Premises or their use;

Council Improvements means any buildings, fixtures, fittings, improvements or structures located on the Premises at the Commencement Date;

Emergency for the purposes of clause 11.4 means a situation that:

- (a) is a result of any event, whether natural or otherwise, including an explosion, earthquake, eruption, tsunami, land movement, flood, storm, tornado, cyclone, serious fire, leakage or spillage of any dangerous gas or substance, infestation, plague, epidemic, failure of or disruption to an emergency service;
- (b) causes or may cause loss of life or serious injury, illness or in any way endangers the safety of the public or property; and
- (c) the event is not caused by any act or omission of the Lessor or Lessee.

Guarantor means the person specified as the Guarantor on the front page of this Lease and that party's executors, administrators, successors and assigns, and where not repugnant to the context, includes the servants and agents of the Guarantor;

Improvements means any buildings, fixtures, fittings, improvements or structures located on the Premises whether constructed before or after the Commencement Date and collectively includes Council Improvements and Manager's Improvements;

Lease means this deed of lease;

Lessee means the Lessee named on the front page of this Lease and that party's executors, administrators, successors and assigns, and where not repugnant to the context, includes the servants and agents of the Lessee;

Lessor means the Lessor named on the front page of this Lease and that party's executors, administrators, successors and assigns, and where not repugnant to the context, includes the servants and agents of the Lessor;

Lessor's Improvements means any buildings, improvements or structures erected on the Premises by the Lessor, with the consent of the Lessor and in accordance with the Management Agreement during the term of this Lease, including any non-maintenance related alterations, additions, betterments, improvements or modifications to the Premises which the Lessor considers necessary or desirable in connection with the Permitted Use and includes any fixtures, fittings and furnishings contained in such improvements;

Management Agreement means the Brook Valley Holiday Park (Campground) Management Agreement between the Lessor and the Lessee dated on or about the date of this Lease;

Management Plan means any Management Plan prepared under section 41 of the Reserves Act 1977 for the Reserve;

Minister means the Minister of Conservation;

Outgoings includes:

- (d) all rates, charges, levies, assessments, duties, impositions and fees from time to time payable by the Lessor to any Authority relating to the Premises irrespective of the ownership of the Reserve;
- (e) rubbish collection, waste disposal and recycling charges;
- (f) Fire and Emergency New Zealand charges for all fire detection and fire-fighting equipment and related maintenance for the Premises;
- (g) any insurance excess imposed in respect of a claim and all insurance premiums and related valuation fees for the Premises;
- (h) cleaning, maintenance and repair charges for the Premises, including charges for repainting, decorative repairs and the maintenance and repair of the Premises in accordance with the Management Agreement;

- (i) provisioning of toilets, laundries, kitchens, showers, bathrooms and similar facilities;
- (j) cost of maintaining lawns, gardens and planted areas and repair of fences;
- (k) yard, internal roadway and carparking area maintenance (including any charges for paving and/or sealing;
- (l) costs incurred in obtaining and maintaining registrations, permits and licences required by law or any Authority for the lawful occupation of the Premises for the Permitted Use;
- (m) costs incurred and payable in supplying to the local authority a building warrant of fitness and obtaining reports as required by sections 108 and 110 of the Building Act 2004; and
- (n) any other costs, expenses or charges related to the Premises and the Permitted Use that are not the specific responsibility of the Lessor under this Lease or the Management Agreement;

Plan means the plan of the Premises attached at Schedule 2

Premises has the meaning given to it in Schedule 1 and includes all Improvements located on the Premises;

Records means all information relating to the operation of the Permitted Use from the Premises, including (but not limited to) financial records, invoices, emails, Business plans and receipts;

Reserve means the land comprised and described in the following Records of Title:

- (a) 786619;
- (b) 791500;
- (c) 956154;
- (d) 786623;
- (e) 786621;
- (f) 956154;
- (g) 53911; and
- (h) NL133/27;

Term means the term of this lease and includes the Initial Term and (if this lease is renewed) the Renewal Term and (if this lease is further renewed) any further Renewal Term(s);

Utilities means utility and other services connected and/or supplied to the Premises, including water, sewage, drainage, electricity, gas, and telecommunications; and

Working Day has the meaning given to that term in the Property Law Act 2007.

1.2 Interpretation: In this Lease, unless the context indicates otherwise:

- (a) **Defined Expressions:** expressions defined in the main body of this Lease have the defined meaning throughout this Lease, including the background and any term which corresponds to a heading in Schedule 1 has the meaning given in Schedule 1;
- (b) **Headings:** clause and other headings are for ease of reference only and will not affect this Lease's interpretation;
- (c) **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
- (d) **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- (e) **Plural and Singular:** references to the singular include the plural and vice versa;
- (f) **Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this Lease. Each such schedule and attachment forms part of this Lease;
- (g) **Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- (h) **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (i) **Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**; and
- (j) **Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.

2. GRANT OF LEASE

- 2.1** The Lessor leases to the Lessee and the Lessee takes on lease the Premises for the Initial Term and at the Rent and subject to the covenants, conditions, agreements and restrictions in this Lease.

3. TERM

- 3.1** The Initial Term of this Lease will commence on the Commencement Date and will end on the Expiry Date.

4. RIGHT OF RENEWAL

4.1 Preconditions: If:

- (a) **Written Notice:** at least three months before the Expiry Date, the Lessee gives the Lessor written notice of the Lessee's wish to renew this Lease; and
- (b) **Compliance by Lessee:** the Lessee has complied with all of the Lessee's obligations under this Lease and the Management Agreement;

then the Lessor will renew this Lease and the Management Agreement at the Lessee's cost for the Renewal Term beginning on the day following the Expiry Date.

- 4.2 Terms of Renewed Lease:** The renewed lease will be on the same terms as this Lease but will exclude this present term for renewal unless further Renewal Term(s) are specified in Schedule 1. If so, the renewed lease will contain rights to renew for those further Renewal Term(s) to the same effect as clauses 4.1 - 4.3 (inclusive). The Term must never expire later than the Final Expiry Date.

- 4.3 Holding Over:** If, other than under a renewal of this Lease or the grant of a further lease, the Lessor permits the Lessee to remain in occupation of the Premises after the end or earlier termination of the Term, the occupation will be a periodic tenancy only, determinable by 20 Working Days' notice by either the Lessor or the Lessee to the other of them, at the rent then payable and otherwise on the same terms and conditions (as far as applicable to a periodic tenancy) as are contained in this Lease.

5. OUTGOINGS

- 5.1 Lessee to Pay Outgoings:** The Lessee must on demand by the Lessor pay the Outgoings without deduction or set-off. If any Outgoing is not separately assessed on or charged to the Premises, the Lessee must pay a fair and reasonable proportion of that Outgoing.
- 5.2 Apportionment:** Any Outgoing which is not assessed or charged for a period falling wholly within the Term will be apportioned between the Lessor and the Lessee.
- 5.3 Penalties:** If any Outgoing is payable by a date after which a penalty applies, the Lessee will comply with clause 5.1 if the Lessee pays that Outgoing at least 5 Working Days before the penalty date.
- 5.4 Lessor's Obligation:** The Lessor must pay all costs, expenses and charges relating to the Premises which are not the Lessee's responsibility under this lease.

6. UTILITY CHARGES

- 6.1 Lessee to Pay Utility Charges:** The Lessee must promptly pay to the relevant Authority or supplier all charges for Utilities which are separately metered or charged to the Premises.
- 6.2 Apportionment:** The Lessee must pay to the Lessor on demand a fair and reasonable proportion of the charge for any Utility which is not separately metered or charged to the Premises.
- 6.3 Meters:** If the Lessor or any Authority requires the Lessee to do so, the Lessee must at the Lessee's own expense install any meter or other measuring devices necessary for the proper measurement of the charges for any Utility or other services supplied to the Premises.

7. PERMITTED USE

- 7.1 Permitted Use:** The Lessee may only use the Premises for the Permitted Use. The Lessee acknowledges that a change in the Permitted Use is expressly prohibited under this Lease.
- 7.2 Responsible Use:** The Lessee will generally use the Premises and act in a prudent and responsible fashion and in accordance with the Management Agreement.

8. FIXTURES AND CHATTELS

- 8.1 List of Fixtures and Chattels:** A list of fixtures and chattels situated on the Premises as at the Commencement Date and the ownership of them is attached as Schedule 3 to this Lease. The Lessee and the Lessor agree to update such list annually on or about 30 June in each year. Where an updated list has been approved in writing by the Lessor and the Lessee it will be deemed to form Schedule 3 to this Lease, without a formal variation, and to be in substitution for any previous lease.
- 8.2 Lessor's Option:** The Lessee grants to the Lessor an option for the Lessor to purchase the chattels owned by the Lessee at the Commencement Date or purchased by the Lessee after the Commencement Date (**Lessee's Chattels**) upon the expiration or termination of this Lease.
- 8.3 Exercise of Option:** If the Lessor wishes to exercise the option under clause 8.2, the Lessor must provide the Lessee with written notice as soon as reasonably practical in advance of expiry or termination of the Lease.
- 8.4 Purchase Price:** The purchase price for the Lessee's Chattels will be an amount agreed between the Council and the Lessee, or if no such agreement is reached within **[10]** Working Days after the expiration or termination of this Lease, the purchase price will be the then current market value as determined by an independent valuer. The identity of the valuer will be agreed between the parties or, failing agreement, as nominated by the President for the time being of the Property Institute of New Zealand Inc or its successor (or his or her nominee). The independent valuer will act as an expert and not as an arbitrator.

9. MAINTENANCE OF IMPROVEMENTS AND GROUNDS

- 9.1 Maintenance:** The Lessee will comply with its obligations under the Management Agreement in respect of maintenance of the Premises and Improvements.

10. INSURANCE

- 10.1 Lessor to Insure Improvements:** The Council will insure the Improvements in accordance with its obligations under Management Agreement and will otherwise comply with its obligations in respect of insurance under the Management Agreement.

- 10.2 Lessee Insurance Obligations:** The Lessee will comply with its obligations in respect of insurance under the Management Agreement.

11. DAMAGE TO OR DESTRUCTION OF PREMISES AND INACCESSIBILITY

- 11.1 Total Destruction:** If the Premises are destroyed or damaged so as to make them untenable or in the Lessor's opinion so as to require demolition or reconstruction the Lease and the Management Agreement may at the Lessor's option be cancelled with effect from the date of the damage.

- 11.2 Partial Destruction:** If the Premises are damaged, but not so as to give rise to cancellation under clause 11.1 the Lessor may with all reasonable speed reinstate the Premises using such materials as the Lessor elects, provided that the reinstated Premises are reasonably adequate for the purpose of carrying out the Permitted Use. Provided also that the Lessor will not be obliged to reinstate the Premises, and if it determines, in its absolute discretion, not to do so, the Lease will be cancelled with effect from the date of the damage.

- 11.3 Negligent Destruction or Damage:** In addition to clauses 11.1 and 11.2, if the destruction or damage to the Premises is caused by the negligence of the Lessee or the Lessee's agent, the Lessor may:

- (a) cancel this Lease, on reasonable notice to the Lessee, if the Lessor's ability to retain insurance cover on reasonable terms for the Premises (or the land on which the Premises is situated) has been prejudiced by the destruction or damage; or
- (b) recover from the Lessee any increased insurance costs incurred by the Lessor in accordance with the provisions of section 270 of the Property Law Act 2007.

- 11.4 Inaccessibility:** If there is an Emergency and the Lessee is unable to gain access to the Premises to fully conduct the Permitted Use from the Premises because of reasons of health and safety or the need to prevent, reduce or overcome any hazard, harm or loss that may be associated with the Emergency including:

- (a) a prohibited or restricted access cordon applying to the Premises;

- (b) a prohibition on the use of the Premises pending the completion of structural engineering or other reports and appropriate certifications required by any competent Authority that the Premises are fit for use; or
- (c) a restriction on occupation of the Premises by any competent Authority;

then a fair proportion of rent and outgoings will cease to be payable for the period commencing on the date when the Lessee became unable to gain access to the Premises to fully conduct the Permitted Use from the Premises until the inability ceases.

12. ASSIGNMENT AND SUBLEASING

- 12.1 **Lessee not to Assign:** The Lessee will not assign its interest under this Lease except to an assignee of the Lessee's interest under the Management Agreement (and only if such assignment is permitted under the Management Agreement).
- 12.2 **Subletting Permitted with Approval:** The Lessee is not permitted to sublet the Premises or any part of it unless otherwise approved in writing by the Lessor.

13. OWNERSHIP OF IMPROVEMENTS ON EXPIRY OR TERMINATION

- 13.1 **No Right to Compensation:** Upon the expiration or sooner termination of this Lease, the Lessee will vacate the Premises and, in accordance with the Management Agreement, all Improvements will vest in the Lessor and the Lessee will not be entitled to any compensation for Improvements.
- 13.2 **Lessor Discretion:** If at the expiration or sooner termination of this Lease the Lessor is of the opinion that any or all of the Lessee's Improvements are of value to the Lessor, the Lessor may:
 - (a) require any incoming lessee of the Premises to pay the Lessee the value of such Lessee's Improvements, as determined by the Lessor; or
 - (b) pay the Lessee the value of the Lessee's Improvements as determined by the Lessor.
- 13.3 **Lessor Discretion:** Whether any or all of the Lessee's Improvements are considered to be of value to the Council for the purposes of clauses 13.1 and 13.2 is entirely a matter for the Lessor's discretion and not a matter for dispute between the parties.
- 13.4 **Survival:** Clauses 13.1 to 13.3 survive the expiry or termination of this Lease.

14. LESSOR'S RIGHT TO CANCEL BASED ON USE

- 14.1 **Lessor's Right to Cancel:** If at any time after making any enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the Premises, the Lessor is of the opinion (acting reasonably and in good faith) that the Premises or any part of it is not being used or sufficiently used for the Permitted Use then the Lessor may cancel, or partly cancel (as appropriate) this Lease by not less than 3 months

written notice, and the Premises or the relevant part of it, together with all Improvements (if any) will revert to the Lessor without compensation being payable to the Lessee.

15. TERMINATION OF MANAGEMENT AGREEMENT

15.1 Termination: Without prejudice to the Lessor's rights under clauses 14 and 16, the Lease will automatically terminate if the Management Agreement is terminated, such termination to be effective from the time of termination of the Management Agreement.

16. LESSOR'S RIGHT TO CANCEL BASED ON LESSEE'S DEFAULT

16.1 Grounds for Cancellation: The Lessor (in addition to the Lessor's right to apply to the Court for an order for possession and the right to cancel the Lease under clauses 14 and 15) may cancel this Lease by re-entering the Premises at the time or any time after:

- (a) the Lessee fails to pay any instalment of the Rent for 10 Working Days after the due date to pay and the Lessee has failed to remedy that breach within 10 Working Days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
- (b) the Lessee fails to observe or perform any obligation under this Lease (other than the covenant to pay Rent) and the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with section 246 of the Property Law Act 2007; or
- (c) the Lessee:
 - (i) becomes insolvent;
 - (ii) goes into bankruptcy or liquidation or is about to go into bankruptcy or liquidation; or
 - (iii) is wound up, dissolved or becomes defunct.

16.2 Lessor's Option to Remedy Lessee's Default: The Lessor may without being under any obligation to do so, remedy at the Lessee's cost any default by the Lessee under this Lease.

16.3 No compensation on Cancellation: At the end of this Lease, whether by expiry of the Term, breach of condition or otherwise, the Premises will revert to the Lessor without any compensation whatsoever being payable to the Lessee by the Lessor.

16.4 Chattels: Upon re-entry by the Lessor, any chattels in the apparent possession of the Lessee remaining in the Premises will revert to the Lessor and the Lessor may deal with them as it determines and it will not be answerable for any loss resulting from the exercise of the power of re-entry.

17. DISPUTE RESOLUTION

- 17.1 Disputes:** If a dispute arises between the parties concerning this Lease then no party may commence any court or arbitration proceedings relating to the dispute unless they have first complied with the relevant dispute resolution procedure set out in the Management Agreement.

18. LESSOR AS LAND OWNER, NOT REGULATORY AUTHORITY

- 18.1 Lessor as Land Owner:** The Lessor has signed this Lease in its non-regulatory capacity as land owner and administering body of the Reserve. This Lease does not bind the Lessor in its capacity as a regulatory authority in any way, and any consent or agreement the Lessor gives under this Lease is not an agreement or consent in its regulatory capacity and vice versa. When acting in its regulatory capacity, the Lessor is entitled to consider all applications to it without regard to this Lease. The Lessor will not be liable to the Lessee or any other party if, in its regulatory capacity, the Lessor declines or imposes conditions on any consent or permission that the Lessee or any other party seeks for any purpose associated with this Lease.

19. IMPLIED PROVISIONS

- 19.1 Land Transfer Act 2017:** The covenants and provisions implied in leases by the Land Transfer Act 2017 will apply to this Lease except to the extent they are inconsistent with the terms of this Lease.
- 19.2 Property Law Act 2007:** The covenants and powers contained in clauses 4, 5, 6, 9, 10, 11 and 12 of Part 2 and Clause 13 of Part 3 of Schedule 3 of the Property Law Act 2007 will not be implied in this Lease and are expressly negated.
- 19.3 Reserves Act 1977:** The covenants and provisions required to be included in this Lease by the Reserves Act 1977 will apply to the extent that they are not expressly included in the terms of this Lease.
- 19.4 Not Registrable:** This Lease is not registrable. The Lessee may not register a caveat against the Records of Title (if any) to the Reserves.

20. COMPLIANCE

- 20.1 Lessee Must Comply:** The Lessee must comply with all Acts, Regulations, Bylaws, District and Regional Plan Rules and the Management Plan (if any) as they affect the Premises.

21. CONFIDENTIALITY

- 21.1 Disclosure by Parties:** Subject to clauses 21.2 and 21.3, the parties will not disclose the provisions of this Lease or any matters relating to this Lease to any person.
- 21.2 Advisers or Required by Law:** A party may make disclosures of provisions of this Lease or matters relating to this Lease:

- (a) that is already public knowledge otherwise than as a result of a breach by the party disclosing the information of any provision of this Lease;
- (b) to those of its employees, officers, professional or financial advisers and bankers as the party reasonably thinks necessary for purposes related to this Lease, but only on a strictly confidential basis;
- (c) if that party is subject to any legal obligations to disclose the terms of this Lease, including but not limited to, in the case of the Lessor, any obligation under the Local Government Official Information and Meetings Act 1987; or
- (d) as authorised in writing by the other party.

21.3 Public Announcements by the Lessor: The Lessor may make press releases, publicity or media announcements or public statements of a general nature about this Lease, or matters relating to this Lease, at its discretion. In doing so, the Lessor must not disclose any confidential information obtained from the Records provided to the Lessor by the Lessee.

21.4 Public Announcements by the Lessee: The Lessee may only make press releases, publicity or media announcements or public statements about this Lease, or matters relating to this Lease (except those required by law) with the prior written consent of the Lessor.

22. NOTICES

22.1 Service of Notices: Any notice or document required or authorised to be given or served under this Lease may be given or served:

- (a) **Sections 245 or 246 of the Property Law Act:** in the case of a notice under sections 245 or 246 of the Property Law Act 2007, in the manner prescribed by section 353 of that Act 2007; and
- (b) **Other Cases:** in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007;
 - (i) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (ii) by personal delivery, or by posting by registered mail or ordinary mail, or by email.

22.2 Time of Service: In respect of the means of service specified in clause 22.1(b)(ii) any notice or other document will be treated as given or served and received by the other party:

- (a) **Personal Delivery:** when received by the addressee;
- (b) **Post:** 3 Working Days after being posted to the addressee's last known address in New Zealand; or

- (c) **Email:** when acknowledged by the addressee by return email or otherwise in writing.

22.3 Signature of Notices: Any notice or document to be given or served under this Lease must be in writing and may be signed by:

- (a) **Party:** the party giving or serving the notice;
- (b) **Attorney:** any attorney for the party serving or giving the notice; or
- (c) **Authorised Person:** the solicitor or any director, officer, employee or other agent who has authority to give or serve the notice.

23. COSTS

23.1 Lessee to pay Lessor's Costs: The Lessee must pay all reasonable legal costs, for the preparation and completion of any renewal or variation of this Lease and all costs incurred by the Lessor in excess of the costs that would ordinarily be incurred by a lessor in the ordinary course of business when dealing with Lessee enquiries or any other matter contemplated by this Lease.

23.2 Costs: The Lessee must pay all of the Lessor's reasonable costs incurred in considering any request by the Lessee for the Lessor's consent as landlord to any matter contemplated by the Lease.

24. LESSOR'S CONSENT

24.1 Consent required on each occasion: The Lessor's consent under this Lease is required for each occasion even if the Lessor has given a consent for the same or a similar process on an earlier occasion, unless otherwise agreed with the Lessor in writing.

24.2 Consent not to be unreasonably withheld: If this Lease states that the Lessor's consent is required for anything done or proposed to be done, then unless otherwise stated in each case, the Lessor:

- (a) grant the consent; or
- (b) notify the Lessee in writing that the consent is withheld.

25. GUARANTEE

25.1 Guarantee: In consideration of the Lessor entering into this Lease at the Guarantor's request, the Guarantor:

- (a) guarantees payment of the Rent and other money payable by the Lessee under this Lease and the Lessee's performance of the Lessee's obligations in this Lease not only during the Term of this Lease but also during any period of holding over of the Term; and

- (b) indemnifies the Lessor against any actions, proceedings, calls, claims, demands, losses, damages, costs, expenses or liabilities of any kind which the Lessor may suffer or incur as a result of the Lessee's breach of any of the Lessee's covenants in this Lease.

25.2 Guarantor is a Principal Debtor: As between the Lessee and the Guarantor, the Guarantor may be merely a surety, but as between the Guarantor and the Lessor, the Guarantor is a principal debtor (jointly and severally with the Lessee).

25.3 Liability not Affected: The Guarantor's liability under clause 25.1 is not affected by:

- (a) the granting of time or any other indulgence to the Lessee;
- (b) the compounding, compromise, release, abandonment, waiver, variation or renewal of any of the Lessor's rights against the Lessee;
- (c) the Lessor's failure to enforce the Lessor's rights against the Lessee;
- (d) any variation of this Lease (including any rent review);
- (e) the bankruptcy, death, or as the case may be by the receivership, liquidation, winding up, dissolution or voluntary administration of the Lessee; or
- (f) any other thing which under the law on sureties would or might, if not for this clause, wholly or partly release the Guarantor from the Guarantor's obligations under clause 25.1.

25.4 Proceedings: The Lessor does not have to take proceedings against the Lessee before taking proceedings against the Guarantor.

25.5 Benefit of Guarantee: The guarantee and indemnity contained in clause 25.1 is for the benefit of and may be enforced by any person for the time being entitled to receive the Rent under this Lease.

25.6 Guarantee applies to Schedule: To avoid doubt, the Guarantor acknowledges and agrees that the guarantee and indemnity contained in clause 25.1 applies to all of the Lessee's obligations set out in Schedule 1 of this Lease.

26. GENERAL

26.1 Partial Invalidity: If any provision of this Lease is or becomes invalid or unenforceable, that provision will be deemed deleted from this Lease. The invalidity or unenforceability of that provision will not affect the other provisions of this Lease, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

26.2 Remedies: The rights, powers and remedies provided in this Lease are cumulative and are in addition to any right, powers or remedies provided by law.

- 26.3 Entire Agreement:** This Lease and the Management Agreement record the entire agreement between the parties relating to the Premises and they supersede and extinguish all earlier negotiations, understandings and agreements, whether oral or written, between the parties relating to the Premises. The Lessee acknowledges that it has either taken, or has been given the opportunity to take, independent legal advice about the nature, effects and obligations of this Lease, before signing it.
- 26.4 Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this Lease.
- 26.5 Waiver:** Any waiver by a party of any of its rights or remedies under this Lease will be effective only if it is recorded in writing and signed by that party. If the waiver relates to a breach of any provision of this Lease, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this Lease at any time by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this Lease.
- 26.6 Counterparts:** This Lease may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same document. A party may enter into this Lease by signing a counterpart copy, including by electronic signature, and sending it to the other party, including by email.
- 26.7 Electronic Signature:** Each party irrevocably consents to the signing of this Lease by electronic signature(s) in accordance with the Contract and Commercial Law Act 2017 and agrees to be bound if this Lease is signed by electronic signature(s). In the event that any party does sign this Lease by electronic signature, they will provide separate written confirmation to the other parties that:
- (a) the electronic signature was legitimately applied with the relevant authority; and
 - (b) the signatory has full knowledge of the contents of this agreement and intends to be bound by it.
- 26.8 Copies:** Any copy of this Lease that is received by email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this agreement) may be relied on by any party as though it were an original copy of this Lease. This Lease may be entered into on the basis of an exchange by email of PDF or other document reproduction format.
- 26.9 Amendment:** No amendment to this Lease will be effective unless it is in writing and signed by each party.

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **NELSON CITY COUNCIL**
by:

Full name of authorised signatory

Signature of authorised signatory

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED on behalf of **[NAME OF LESSEE]** by:

Full name of authorised signatory

Signature of authorised signatory

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED on behalf of **[NAME OF
GUARANTOR]** by:

Full name of authorised signatory

Signature of authorised signatory

Witness:

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SCHEDULE 1

REFERENCE SCHEDULE

RESERVE:	<p>The land comprised and described in the following Records of Title:</p> <ul style="list-style-type: none">• 786619• 791500• 956154• 786623• 786621• 956154• 53911• NL133/27
PREMISES:	<p>Those parts of the Reserve approximately measuring 4.26 hectares as approximately hatched in yellow and red on the Plan</p>
INITIAL TERM:	<p>5 years from the Commencement Date</p>
RENEWALS:	<p>3 rights of renewal of 5 years each</p>
COMMENCEMENT DATE:	<p>[TBC]</p>
EXPIRY DATE:	<p>[TBC]</p>
FINAL EXPIRY DATE	<p>[TBC]</p>
PERMITTED USE:	<p>Campground, that may include sites and accommodation units, a retail shop from which the Lessee sells appropriate merchandise for the business of a camping ground, and any use that from time to time is approved in writing by the Lessor. A maximum of 15 single sites within the defined relocatable home park may be used for a maximum of 15 individual long-term occupants at any one time.</p>
ANNUAL RENT:	<p>\$1.00 per annum</p>
DEFAULT INTEREST:	<p>14% per annum</p>

SCHEDULE 2 PLAN



The map is an approximate representation only and must not be used to determine the location or size of items shown, or to identify legal boundaries. To the extent permitted by law, the Nelson City Council, their employees, agents and contractors will not be liable for any costs, damages or loss suffered as a result of the data or plan, and no warranty of any kind is given as to the accuracy or completeness of the information represented. Nelson City Council information is licensed under a Creative Commons Attribution 4.0 International License, and the use of any data or plan or any information downloaded must be in accordance with the terms of that licence. For more information please contact us. Cadastral information derived from Land Information New Zealand. CROWN COPYRIGHT RESERVED.

Brook Valley Holiday Park

Lease Plan



Tē Kaitiaki
Whakotū



Lease area approx 4.28 ha



Camp Cottage

0 20 40 m
Scale 1:2,500



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SCHEDULE 3

LIST OF FIXTURES AND CHATTELS

Area	Chattels	Ownership