

THORNTON BEACH HOLIDAY PARK

PERMANENT STAY RELOCATABLE HOME LICENCE

PARTIES: Thornton Beach Holiday Park Limited (“the Camp Owner”)

AND _____ (“the Occupier”)

The Camp Owner grants to the Occupier a site licence of Site No. _____ (“the Site”) at Thornton Beach Holiday Park (“the Park”) (see attached plan) on the following terms:

Start date: _____

Expiry date: _____

Rights of Renewal: Five (5) rights to renewed terms of three (3) years each.

Initial Rental: \$ _____ plus GST per annum, paid in advance on signing of this licence, and annually on 1st July each year.

Camp Night The annual rental entitles:

- a) the Occupier full use of the Site each year, and
- b) members of his/her immediate family or guests a total of fifty (50) nights at the Site, after which nightly camp charges apply.

Occupier Rights and Obligations

A. Obligations

1. Not to:
 - a) bring on to the Site or erect on the Site any structure other than a Relocatable Home, or
 - b) alter or add to the Relocatable Home

without the written consent of the Camp Owner.

2. Use of the Site for the Occupier only as a residence.
3. To remove the Relocatable Home only at the end of the term or otherwise with the Camp Owners written consent, and then leaving the Site cleared and tidy with any services property disconnected to the Camp Owners satisfaction.
4. Not to assign, sublet or part with possession of the Site other than in accordance with clauses 29 of this licence.
5. Pay the rent as and when due, and by automatic bank authority if required by the Camp Owner.

6. Pay for all the electricity and any other services supplied to the Site (excluding water).
7. Abide by all the rules for Camping grounds as may be issued from the Whakatane District Council, and any rules for the Park as set by the Camp Owner.
8. Deposit only normal household refuse in the rubbish containers at the designated collection points, and to keep the Site clean and tidy at all times. All rubbish must be removed by the Occupier at the Occupier's cost.
9. Immediately repair any damage to the Site and the Park caused by the Occupier or any of the Occupier's family or guests.
10. Paint the Relocatable Home only using colours from the Camp Owner's approved colour scheme. The scheme is designed to ensure that the Camp does not detract from the environment.
11. Not to keep any dogs on the Site or in the Park. Any other pet may be considered by the camp owner in the camp owner's sole and unfettered discretion.
12. Not to use the Site for any trade or business purposes, or as mailing or reply address for any such purposes.
13. Not to use the Site for any illegal, immoral or other act which may detract from the amenities and family friendly environment of the Park.
14. To insure the Relocatable Home and all the Occupier's possessions on the Site.
15. To ensure that no more than 6 persons use or occupy the Site at any one time.
16. To ensure that all occupants, guests and invitees of the Occupier register at the Camp Office when first entering the Park.
17. To prepay all necessary camp charges over and above the Camp night allowance.
18. Ensure that the Occupier and their guests always conduct themselves responsibly in the Park and do not cause a nuisance or disrupt the activities of others in the Park.
19. Ensure that guests and family do not use the Camps communal kitchen, showers and toilets.
20. Only two (2) vehicles may park on the Site at any one time.
21. Planting of gardens may only be undertaken with prior approval of the Camp Owner.

B. Rights

22. The exclusive right to use the Site in accordance with this licence.

23. Where the Occupier has observed all the terms of this licence to the Camp Owner's satisfaction and the Occupier gives the Camp Owner no less than two (2) months notice in writing prior to the expiry date of an intention to extend the terms of this licence on and from the renewal date then the Camp Owner shall extend the terms of this licence for a further term of three (3) years. The Occupier has five (5) rights of renewal.
24. Where the Occupier gives notice of an intention to extend the licence pursuant to Clause 23 then the Camp Owner may review the annual rental by giving written notice to the Occupier nominating what the Camp Owner considers to be such market licence fee. On receipt of such notice the Occupier may within 28 days (time being of the essence) object to such nominated licence fee. If the Occupier does not so object within the period the licence fee nominated by the Camp Owner shall be the Licence fee payable. Where the Occupier does so object within time and the parties are unable to resolve their differences the matter shall be submitted to a registered valuer who shall be appointed by the then president of the Waikato Bay of Plenty Law Society (the Valuer"). The Valuer shall then determine the licence fee and that determination shall be binding upon the parties. The costs of the Valuer shall be equally shared by the parties. In no event shall the Licence Fee determined ever be less than that payable for the previous 12 months. Pending the determination of the reviewed Licence Fee the Occupier shall pay the Camp Owner's nominated licence fee with an adjustment to be made between the parties once the reviewed Licence Fee is determined.

Camp Owners Rights and Obligations

C. Obligations

25. The Camp Owner shall pay the Outgoings. "Outgoings" means the total of all amounts paid by the Camp Owner or for the payment of which the Camp Owner may be or become liable in any one Accounting Year in respect of the Park whether by direct assessment or otherwise howsoever in respect of:
 - (i) rates charges and other levies payable to the Council (including water);
 - (ii) all taxes charges assessments outgoings and impositions whatsoever which may be assessed charged or imposed in respect of the Park or any part thereof including Land Tax and any charges for excess water;
 - (iii) insurance premiums and other charges payable by the Camp Owner on insurance effected over the Park (excluding Occupiers Relocatable Homes);
 - (iv) insurance premiums and other charges for works compensation insurance for all employees for the Camp Owner engaged in employment in the Holiday Park;
 - (v) the cost of cleaning and maintaining lighting servicing and repairing the Park including resurfacing, cleaning, pest control and caretaking services purchased construction clearing and maintenance of refuse receptacles replanting and re-landscaping and the costs of electricity consumed therein and all things necessary in the opinion of the Camp

Owner for the operation maintenance repair and/or renovation of the Park in the state of good and sanitary order conditions and repairs;

- (vi) the cost of purchasing, hiring, maintaining and servicing of all gardens shrubs planted areas in or about the Park;
- (vii) the cost of caretaking and security services;
- (viii) the cost of collecting and disposing of domestic garbage and refuse from the Park, sewerage and storm water disposal;
- (ix) the costs of a Managing Agent and of staff employed by the Camp Owner for the general management of the Park;
- (x) all costs and expenses incurred by the Camp Owner in doing any of the acts, matters or things which the Camp Owner may be obliged to do;
- (xi) any Goods and Services Tax payable on the above outgoings;
- (xii) the camp owner shall maintain the park and grounds;
- (xiii) the camp owner shall enforce clause 18 against other occupiers.

D. Rights

26.1 The Camp Owner may terminate this licence and re-enter the Site in the following circumstances:

- (xiv) Upon the death of the occupier or in the opinion of the Camp Owner the Occupier has become incapable of adequately caring for themselves and may present a danger to themselves and others; or
- (xv) If the current licence fee or any part shall be in arrears for fourteen (14) days after it shall have become due; or
- (xvi) If the Occupier shall fail or neglect to perform or observe any agreement or covenants or any of the rules or by-laws; or
- (xvii) If the Occupier shall be adjudicated bankrupt or make any arrangement or composition with his creditors; or
- (xviii) In the event of the whole or a substantial part of the Park being destroyed or damaged by natural disaster.

26.2 In the event the licence is terminated, the rent shall remain payable until the improvements on the site are either sold or removed. Upon sale or removal of improvements, the occupier shall be entitled to a refund of any rent paid in advance.

26. The Camp Owner may eject any user of the Site who has not registered in accordance with clause 16 from the Park.

27. The Camp Owner may enter onto the Site:
- (i) To inspect and view the state of repair thereof and the improvements;
 - (ii) To carry out any necessary repairs to the Site for which the Camp Owner is responsible;
 - (iii) To carry out the requirements of any local or public authority thereon.

PROVIDED ALWAYS that such rights of entry are to be exercised at all reasonable times unless there is an emergency and where reasonable or practicable to do so following reasonable notice to the Occupier.

E. Assignment

28. The Occupier may assign this licence to another occupier on the following terms:
- a) The Camp Owner must approve the new occupier in terms of “good character”. That approval will be at the sole discretion of the Camp Owner.
 - b) The Occupier must pay to the Camp Owner an assignment fee being 5% of the capital value of the improvements on the Site (including the Relocatable Home). If the parties are unable to agree on the capital value, such dispute will be submitted to a registered valuer who shall be appointed by the then president of the Waikato Bay of Plenty Law Society (the Valuer”). The Valuer shall then determine the capital value and that determination shall be binding upon the parties. The costs of the Valuer shall be equally shared by the parties.
 - c) All current rent is paid in full up to the date of assignment.
 - d) The assignee covenants with the Camp Owner to accept the terms of this licence.
29. The Occupier must notify the Camp Owner of his intention to sell immediately upon such decision being made.

F. Occupier Responsible for Site

30. The Occupier indemnified the Camp Owner in respect of:
- a) any injury sustained by the Occupier his licensees or invitees;
 - b) any loss or damage to the person and/or property of the Occupier or of his licensees or invitees by reason of any happening however caused in, or about the Site or in or about the Park and not attributable to the negligence of the Camp Owner or of the Camp Owner’s servants or agents. This indemnity shall extend to all claims, damages, costs, loss or other expenses made against or sustained by the Camp Owner arising in any way whatsoever.

G. Special Conditions

31. The Camp Owner shall ensure that the view corridor between lots _____ and lots _____ will be maintained at all times.
32. The annual rent for the first year shall be apportioned and adjusted pro-rata to correctly acknowledge the occupancy time (being less than 12 months).
33. The agreement is conditional upon the Occupier contemporaneously entering into an agreement to purchase a Relocatable home with the Camp Owner.

The above terms and conditions are agreed this _____ day of _____ 20_____

Signed by: _____
The Occupier

Signed by: _____
Thornton Beach Director
Holiday Park Limited
By its Directors _____
Director