

RENTAL AGREEMENT

This Agreement shall be interpreted in accordance with laws of New Zealand. Both the Renter and Space Owner agree that this Agreement is provided 'as is, where is' and both Renter and Space Owner use it at their own risk. The Renter and the Space Owner understand that this Agreement does not represent legal or any other professional advice by heybarn Limited and heybarn Limited is indemnified against any and all losses which may occur as a result of this Agreement.

Content

Space Owner preferred name: _____

Space Owner email address: _____

Space Owner phone number: _____

Renter preferred name: _____

Renter email address: _____

Renter phone number: _____

Description of rented space, including address: _____

Rental start date: _____

Rental end date: _____

Rental amount: NZ\$_____ per week / month / year or one-off fee (circle one)

Intended Use(s): _____

Smoking: allowed / not allowed (circle one)

Animals: allowed / not allowed (circle one)

Visitors: allowed / not allowed (circle one)

Signage: allowed / not allowed (circle one)

Additional terms:

This Agreement is made by and between under the following terms:

1. Definitions

In this Agreement, the following words have the following meanings:

<i>"Conduit"</i>	<i>means any medium through which a service is supplied to any property.</i>
<i>"Space Owner"</i>	<i>includes the person or persons from time to time entitled to possession of the Space when this Agreement comes to an end.</i>
<i>"Rental Period"</i>	<i>means the total of the Term plus any extension or renewal, during which the Renter or his/her assignee has any obligation.</i>
<i>"Rent"</i>	<i>means Rental amount listed above payable without any deduction, in advance at the Rental frequency noted above</i>
<i>"Sign"</i>	<i>means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the Space, which may be seen by any person located outside the Space.</i>
<i>"Term"</i>	<i>means a term between the Rental Start Date and the Rental End Date.</i>
<i>"Space"</i>	<i>means the infrastructure at the address listed above as outlined in the Listing as advertised on the heybarn.co.nz website.</i>
<i>"Use Allowed"</i>	<i>means: use as stated above or any other use to which the Space Owner consents or allowed by the law.</i>
<i>"Access Frequency"</i>	<i>means the preferred access frequency stipulated by the Space Owner and described in the Listing</i>
<i>"Insured Risks"</i>	<i>means a risk of loss or damage by any naturally occurring event, fire, explosion, riot, terrorism, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft (other than war risks), bursting and overflowing of water pipes and tanks and such other risks whether or not in the nature of the foregoing against which a reasonably prudent Space Owner would normally insure. That definition is subject to any exclusions, limitations and conditions in the policy of insurance.</i>

2. Agreement

- 2.1. By this Agreement, the Space Owner lets and the Renter takes the Space for the Term, at the Rent and subject to the terms and provisions set out in this Agreement.
- 2.2. The Space is let subject to all rights, easements, restrictions, covenants and stipulations of whatever nature affecting it.
- 2.3. All payments which may be due by the Renter to the Space Owner from time to time shall be treated as Rent for all purposes at law.
- 2.4. Except so far as provided in this Agreement, the Space Owner warrants that they will not interfere with Renter's peaceful use of the Space under the terms of this Agreement, nor allow anyone else to do so.

3. Rent

3.1. The Renter shall pay to the Space Owner:

3.1.1. the Rent;

3.1.2. a fair proportion (decided by a surveyor nominated by the Space Owner) of the cost of repairing maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, Conduits and things used or shared with other property.

3.2. The Renter shall also pay to the Space Owner all costs, including professional fees, incurred by him/her in:

3.2.1. any works to the Space which the Space Owner undertakes as result of default by the Renter;

3.2.2. dealing with any application by the Renter for consent or approval, whether or not it is given.

3.3. Payments to the Space Owner shall be made to the bank account of the Space Owner, details of which will be notified to the Renter in writing from time to time.

4. The Renter agrees and undertakes to:

4.1. use the Space only for the Use Allowed;

4.2. access the space at the frequency permitted in the Access Frequency;

4.3. comply with the terms of every New Zealand law regulating how the Space is used;

4.4. maintain the state and condition of the Space as it is today, including keeping free from blockages and obstructions all sinks, lavatories, cisterns, drains, gutters, pipes and the like.

5. The Renter agrees and undertakes NOT to:

5.1. use the Space for any activity which is dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Space Owner or to the owner or occupier of any neighbouring property.

5.2. in any circumstance do anything which might diminish or impair the structural integrity of the Space;

5.3. make any alteration to the Space without the Space Owner's prior consent;

5.4. change or install any locks and other security devices nor have additional keys made for any locks without the Space Owner's prior consent;

5.5. apply for planning permission relating to the use or alteration of the Space without the Space Owner's prior consent;

5.6. bring onto the Space any material which may reasonably be considered as a fire hazard without the Space Owner's prior consent;

- 5.7. store or leave goods or detritus on a parking bay or on any place owned by the Space Owner which is not part of the Space;
- 5.8. pour into any pipe or drain any trade waste or corrosive or damaging material such as paint or oil, which may damage or cause blockage or partial blockage of the drainage system;
- 5.9. sleep overnight on the Space nor set up any part of the Space as residential accommodation;
- 5.10. sublet nor share occupation, possession or use of the Space.

6. Smoking

- 6.1. Permission to smoke in or around the Space is as noted above.

7. Signage

- 7.1. The Renter must first produce for the Space Owner for approval, a specification of the Sign proposed, showing its visual impact, medium, method of manufacture and erection, and words, images and other message. The Space Owner is under no obligation to approve any proposed Sign nor to give any reason for his/her non-approval.

8. Pets

- 8.1. Permission to bring, keep or allow any animals to be brought or kept in the Space is as noted above.

9. Goods and vehicles

- 9.1. The Renter agrees that they will not:
 - 9.1.1. park any vehicle except on one of the marked spaces allocated to the Space;
- 9.2. load or unload any vehicle except in the marked parking / loading bays;
- 9.3. park any commercial vehicle outside the designated parking area when not in use;
- 9.4. cause congestion of any adjoining or other loading bay or unnecessary inconvenience to any other user of it;
- 9.5. permit any vehicle belonging to him or any visitor to him, to park at any time on the service roads or, except when they are actually loading or unloading, on the loading bays;
- 9.6. move goods into or out of the buildings on the Space except through the designated entrances.

10. Insurance

- 10.1. The Renter agrees to indemnify the Space Owner against all losses arising directly or indirectly out of any act, omission or negligence of his/her, or of any person at the Space expressly or impliedly with his/her authority; any breach by the Renter of any term of this Agreement;
- 10.2. The Renter accepts that property belonging to them, stored in the Space cannot be covered by the Space Owner's property insurance under New Zealand insurance law;

- 10.3. The Space Owner accepts that by renting their Space, they are entering the role of a Baylee and can, if they wish, take out insurance to indemnify themselves against liability should they wish;
- 10.4. The Space Owner will keep the Space insured with reputable insurers to cover full rebuilding, site clearance, professional fees, GST and three years' loss of rent;
- 10.5. If damage is caused to the Space by an insured risk, the Space Owner will take all necessary steps to make good as soon as possible (except to the extent that the insurance money is not paid because of the act or default of the Renter);
- 10.6. The renter agrees and undertakes not to do anything which might invalidate any insurance policy covering the Space.

11. Termination

- 11.1. If the Renter is in default of any provision of this Agreement, the Space Owner may give him/her written notice of his/her requirement to remedy the default without prejudice to any other right the Space Owner may have;
- 11.2. If the Renter fails to remedy the default within seven days or such reasonable period as the Space Owner allows, the Space Owner may remedy the default and charge the cost to the Renter;
- 11.3. Despite all other provisions of this Agreement, the Renter may terminate this Agreement prior to or from the Rental Start Date, by giving not less than 28 days' notice in writing to the Space Owner to that effect. If the Renter so terminates this Agreement, all other provisions shall apply as far as reasonably possible, as if the Agreement had expired;
- 11.4. Payments made to the Space Owner for any period after the termination date shall be repaid to the Renter.

12. Access Frequency

- 12.1. The Renter is to give the Space Owner, or anyone authorised by him/her in writing, access to the Space for these purposes:
 - 12.1.1. to inspect the condition of the Space, or how it is being used;
 - 12.1.2. to do works which the Space Owner is permitted to do by this Agreement;
 - 12.1.3. to comply with any statutory obligation;
 - 12.1.4. to put up a "for sale" or "to let" notice outside the Space;
 - 12.1.5. to show the interior and exterior of the Space to any person at any reasonable time;
 - 12.1.6. to value the Space;
 - 12.1.7. to inspect, clean or repair neighbouring property, or any sewers, drains, pipes, wires or cables serving neighbouring property.

- 12.2. The Space Owner is to give the Renter:
 - 12.2.1. seven days' written notice except in emergency in order to access the Space;
 - 12.2.2. each visit must be during agreed hours except in an emergency.

13. Agreement Renewal

- 13.1. Before the expiry of the Term, the Renter may apply for the renewal of this Agreement by giving not less than 28 days' notice in writing to the Space Owner to that effect.
- 13.2. The Space Owner need not to consent to a request to renew this Agreement where:
 - 13.2.1. the Renter is in default of any provision of this Agreement;
 - 13.2.2. in his/her reasonable opinion, the Renter is not likely to be able to comply with his/her covenants in the renewal Term of the Agreement.

14. Forfeiture of Agreement

- 14.1. The Space Owner may forfeit this Agreement in any of the following circumstances:
 - 14.1.1. any Rent or payment treated as Rent is outstanding for 28 days after becoming due, whether formally demanded or not;
 - 14.1.2. the Renter is in persistent breach of any term of the Agreement;
 - 14.1.3. the Renter, if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his/her property is appointed;
 - 14.1.4. the Renter, if a company, enters into liquidation or has a receiver appointed;
 - 14.1.5. the Renter enters into an arrangement for the benefit of his creditors.
- 14.2. When this Agreement ends, the Renter must:
 - 14.2.1. return the Space to the Space Owner leaving it in the state and condition in which this Agreement requires the Renter to keep it;
 - 14.2.2. give up all keys of the Space to the Space Owner;
 - 14.2.3. (if the Space Owner so requires) remove anything the Renter fixed to the Space and make good any damage which that causes, to a proper degree of workmanship.

15. Communication

- 15.1. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

16. Dispute resolution

- 16.1. In the event of a dispute between the parties to this Agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this Agreement.

Signed as a deed and delivered, by or for, on behalf of Space Owner

Name:

Signature:

Date

Signed as a deed and delivered, by or for, on behalf of Renter

Name:

Signature:

Date
