

MD 330

File No.

The Crown: The Sovereign
(New Zealand Defence Force)

The Tenant: Royal NZ Engineer Charitable Trust

**TENANCY AGREEMENT
BUILDINGS**

The Premises: Engineer Corps Memorial Centre

Crown: NZDF
Address: Linton Military Camp

Telephone:

Tenant: RNZE CT
Address: Engineer Corps Memorial Centre
Cnr Puttick Rd & Powells Ave,
Linton Military Camp
Palmerston North 4820

Telephone: (06) 351-9367
Email: ecmc@inspire.net.nz

Commencing: 1 Jan 2025

Expiring: Until revoked

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[Signature]

TENANCY AGREEMENT

MD 330

AGREEMENT made the *12TH* day of *DECEMBER* 2024

BETWEEN THE SOVEREIGN in right of New Zealand acting by and through the Chief of Defence Force (NZDF) ("the Crown")

And RNZE Charitable Trust Inc. (CC46770/2548505)

Of Engineer Corps Memorial Centre, Cnr Puttick Rd & Powells Ave, Linton Military Camp. ("the Tenant")

BY WHICH the Crown agrees to let and the Tenant to take the premises described in the Schedule ("the Premises") TOGETHER WITH the right for the Tenant and the Tenant's employees, agents, contractors, and invitees to use in common with the Crown and the Crown's other tenants, occupiers and licensees the areas described in Schedule one.

UPON THE FOLLOWING TERMS:

1.0 Term

1.1 The tenancy shall commence 1 January 2025 and shall continue indefinitely until revoked.

2.0 Rental

2.1 The rental shall be \$0.00 (Nil) plus GST per month payable on demand on the first day of each month.

3.0 Outgoings

3.1 The tenant shall pay those outgoings in respect of the Premises which are specified in Schedule two. Where any outgoing is not separately assessed or levied in respect of the Premises, then the Tenant shall pay such proportion thereof as may be reasonably determined by the Crown.

3.2 The outgoings shall be apportioned between the Crown and the Tenant in respect of periods current at the commencement and termination of the term.

3.3 The outgoings shall be payable on demand.

3.4 The Tenant's liability to pay outgoings during the term shall subsist notwithstanding the end or earlier termination of the term.

4.0 Tenant's obligations

4.1 The Tenant shall not use the Premises otherwise than for the purpose of a Museum.

4.2 The Tenant shall keep the interior of the Premises in good repair (fair wear and tear and damage by fire, earthquake, storm, flood, subsidence or other inevitable accident excepted), and dispose of all rubbish.

4.3 The Tenant shall promptly notify the Crown of any accident to or defect in the Premises of which the Tenant may be aware.

4.4 The Tenant shall not make any structural alterations to the Premises or affix or paint any sign without the prior written consent of the Crown.

4.5 The Tenant shall comply with all general, standing, daily or routine orders made by the officer in charge of the Defence Area in which the Premises are situated.

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- 4.6 The Tenant shall not assign, sublet or part with possession of the Premises.
- 4.7 The Tenant shall indemnify the Crown against all loss or damage arising out of any act or omission of the Tenant or the Tenant's employees, agents, contractors, or invitees. This indemnity shall extend to all costs incurred by the Crown in respect of any such act or omission and shall continue in effect notwithstanding the end or earlier termination of the term.
- 4.8 The Tenant, paying the rent and performing and observing the covenants and provisions expressed or implied in this agreement, shall have quiet enjoyment of the premises without any interruption or disturbance by the Crown.
- 4.9 The Tenant shall on the expiry of the term have the right to remove all the Tenant's fixtures installed or erected by the Tenant, but shall make good any damage caused in so doing.

5.0 **Crown's rights**

- 5.1 The Crown may at all reasonable times enter upon the Premises to view its state of repair and may require the Tenant, by notice in writing, to repair any defect within such reasonable period as may be specified in the notice.
- 5.2 If at any time:
- a. the rent payable under this agreement is wholly or partly unpaid for a period of 14 days after becoming due (legally demanded or not);
 - b. the Tenant becomes insolvent or bankrupt; or
 - c. there is a breach of any of the Tenant's other covenants whether expressed or implied.

the Crown may (in addition to any other right) re-enter the Premises (or any part of them in the name of the whole) and by so doing this agreement shall then immediately terminate; but without affecting the Tenant's liability for rent or any breach of covenant.

- 5.3 On re-entry the Crown may remove from the Premises any chattels in the apparent possession of the Tenant and place them outside the premises and the Crown shall not be answerable for any loss resulting from the exercise of the power of re-entry.
- 5.4 The Crown may distrain for rent or other monies payable under this agreement remaining unpaid 14 days after due date.

6.0 **General**

- 6.1 If the Premises are (without fault of the Tenant) destroyed or damaged by fire or inevitable accident so as to be rendered untenable, this tenancy shall immediately terminate and the Tenant shall be entitled to a refund of any rent paid in advance.
- 6.2 This agreement may be terminated:
- a. by the Crown in time of emergency (of which it shall be the sole judge) by giving 24 hours' notice in writing.
 - b. by either party by giving six months' notice in writing
- but without affecting the Tenant's liability for rent or any breach of covenant.

SCHEDULE ONE

The Premises: 1. Part of Building CL7 identified as being within the blue border lines of building CL7.

2. Building CL53 as labelled.

Common Areas: Shared use of space within Building CL6 as labelled



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SIGNED by the Tenant

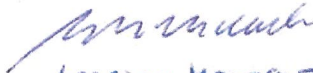
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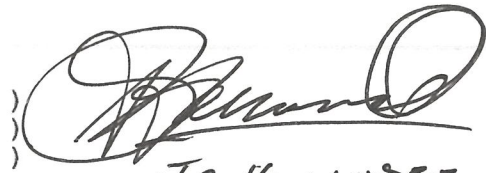
JOHN BRODERSON



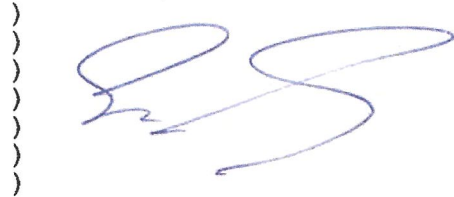
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SIGNED for and on
behalf of the Crown by
Guy Simpson, Director Estate Tenure
pursuant to a written
delegation from the
Chief of Defence Force
in the presence of:


Leasing Manager
NZDF Wellington



J.S. HOLLANDER
ELMC DIR/ANZE-CT TRUSTEE



SCHEDULE TWO

Outgoings: Nil



A/L 3

