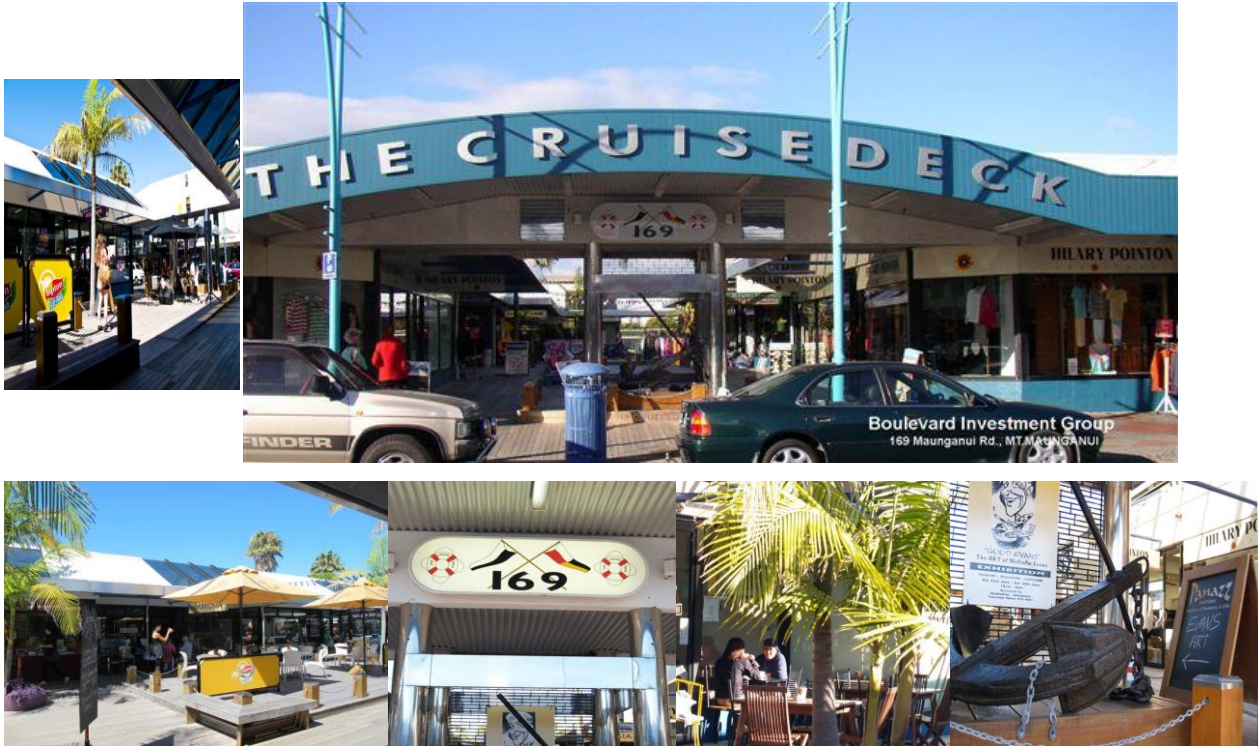


## RETAIL/OFFICE AVAILABLE FOR LEASE

### Shop 9, The Cruisedeck. downtown Mount Maunganui



<b>Location</b>	169 Maunganui Road, Mount Maunganui
<b>Available</b>	Immediately
<b>Property Details</b>	71.38 sq metres
<b>Car spaces</b>	N/A
<b>Rent</b>	\$22,127.00 + Operating Expenses (approx. \$5100.00) + GST per annum
<b>Lease Term</b>	7 years with 2 yearly rent review
<b>Right of Renewal</b>	Negotiable
<b>Form Of Lease</b>	6th edition ADLS standard form with The Cruisedeck modifications and conditions: <i>To expedite any lease agreement approvals, please complete the attached Statement of Position and submit with the Agreement. SOP's should be obtained for all guarantors, and private companies.</i>
<b>Access for viewing</b>	Tony Fisken at Guideline
<b>Landlord</b>	Boulevard Investment Group.
<b>Contact</b>	Tony Fisken, Guideline Enterprises Limited, Tauranga. Mobile: 021 276 4125 <a href="mailto:tony@guideline.co.nz">tony@guideline.co.nz</a>

## **Cruise Deck SPECIAL CONDITIONS Second Schedule Clauses 1. – 12.**

### **1.First Schedule LANDLORD'S INSURANCE**

Delete 1(a) in Clause 15, & Clause 15 1.( b) & 2 a) Replace 12 months with 18 month indemnity &b) & c)  
in the First Schedule of lease.

**2.First Schedule OUTGONGS** 10.0 Delete the words “car parking” and insert the “deck area and vehicle access” and add “redecking” after “repaving”.

### **3.Clause 2.1(d)**

Replace “as the commencement date of the then current lease term” with, “for the preceding 12 months”.

### **4.Clause 6.1**

Delete the words “each party – own” and replace with “The Tenant will pay the Landlord's reasonable legal”

### **5.Clause 32.1**

Replace “is not at the date of giving of such notice” with, “has not been in breach of this lease or has not flagrantly and wilfully breached any of the other terms of this lease on at least one occasion since the commencement of this lease”.

### **6. Redevelopment Clause.**

Should the Landlord require the building or the premises or any part of them for redevelopment purposes and vacant possession of the premises is necessary for those redevelopment purposes, then the Landlord may:

- a) By written notice to the Tenant, terminate this Lease by specifying a date of termination to be effective not less than six months after the date of service for such notice on the Tenant
- b) Upon the expiration of such notice this lease shall determine but without prejudice to the rights of either party in relation to any prior breach of this lease.
- c) And the rental and operational expenses shall cease to accrue from the date of termination.
- d) The Tenant shall not be entitled to any compensation or damages arising from such termination. No account shall be taken of the termination right contained in, or other contents of this clause or any determination of rental on either rent reviews or extensions of this lease.

### **7. Signage**

Notwithstanding the provisions of clause 21 of the ADLS 6<sup>th</sup> edition form of lease, any signage, name plate, signboard or advertisement shall require the approval of the Landlord who may decline permission entirely at its discretion. Tenants are permitted to have one under veranda sign and approved window signage within their Lease rental tenancy.

The following charges apply to additional Signage Rights:

- a) Signage above veranda, (must comply with Complex design style) \$1,000.00 per annum plus GST.
- b) Signs on building exterior (where permissible by Landlord), \$500.00 per annum plus GST.

All signs shall comply with all requirements of the operative Tauranga District Council Plan, shall be subject to the Landlord's approval, and shall be removed at the expiry of the lease and the premises made good.

**8. Tenants Association**

The Tenant will abide by any constitution and rules for the Cruise Deck Complex for any Tenants Association formed by the Tenants and shall pay such levies or subscriptions as required by such Association from time to time.

- a) The tenant will participate in all meetings, activities and promotions of the Association, or mutually conducted within the Complex.
- b) The Tenant acknowledges and wishes to comply with the Landlord's desire to have the Complex become a year round destination of choice for the public, and a retail position that provides an opportunity for business growth for all Tenants.

**9. Trading Hours**

The Tenant agrees to trade for a minimum hours from 10.00 am to 4.30 pm daily for the days including and between Monday to Friday weekly and such other times as the tenants or a majority of them agree from time to time, 52 weeks each year excepting such public holidays that are excluded by law, and that the Tenant will in keeping the premises open during the minimum times herein prescribed the Tenant also keep the premises fully stocked with appropriate merchandise or supplies for the efficient conduct of the tenants business.

**10. Tenant Conduct**

It is an essential term that, and notwithstanding the provisions of the within Deed of Lease, the Landlord reserves the right to terminate the lease within its term by giving six (6) week's notice to the Tenant but only to the Tenant for the following reasons:

- a) A reasonable and substantiated written complaint received from more than one of the Tenants within the Centre.
- b) The Landlord reasonably believes that the tenant or the Tenant's business has brought the Centre into disrepute.
- c) The Tenant understands and acknowledges that the vehicular entrance of the complex off Shadelands Lane can only be used for loading and unloading during any time that premises in the complex are open. It is not for parking.

**11. Decor**

The Tenant agrees that its premises décor will reasonably reflect the style of the complex and that such décor to be approved by the Landlord will not be unreasonably withheld.

**12. Bond**

The Lessor reserves the right to require a Bank Bond or equivalent from the Lessee for an amount up to and including the equivalent of six months rental

**PERSONAL STATEMENT OF POSITION FOR:**

Full Name: ..... DOB .....

Drivers Licence/Passport number (please attach photocopy) .....

Full Name (incl. maiden name): ..... DOB .....

Drivers Licence/Passport number (please attach photocopy) .....

Company Name: .....

Physical Address: .....

Postal Address: ..... Email Address: .....

Phone (Day): ..... (After hours) ..... (Fax)..... (Mob).....

**Assets** Personal:

Home Address: ..... (Registered Valuation) \$.....

Holiday Home Address: ..... (Registered Valuation) \$.....

Other Property Address: ..... (Registered Valuation) \$.....

Vehicle Make/Model: ..... (Insured Value) \$.....

Vehicle Make/Model: ..... (Insured Value) \$.....

Personal Assets (Insured Value) \$.....

Bank Accounts: (Bank)..... (Current) \$.....

(Bank)..... (Cheque) \$.....

(Bank)..... (Savings) \$.....

TOTAL PERSONAL ASSETS \$\_\_\_\_\_ (a)

**Investments:** Business:..... \$.....

Property: ..... \$.....

Shares: ..... \$.....

..... \$.....

Deposits: ..... \$.....

TOTAL INVESTMENT ASSETS \$\_\_\_\_\_ (b)

**Liabilities:** Mortgage/s: ..... \$.....

Hire Purchases: ..... \$.....

..... \$.....

Debts: ..... \$.....

Tax: ..... \$.....

All Outgoings: .....Per Month \$.....

TOTAL LIABILITIES \$\_\_\_\_\_ (c)

**Income:** Employer (Self) ..... Per Month \$.....

Employer (Partner)..... Per Month \$.....

I/We hereby confirm the above information is true and correct and consent to credit checks being undertaken by the landlords authorised manager – Guideline Enterprises Ltd on my behalf. Please attach any further information required.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_