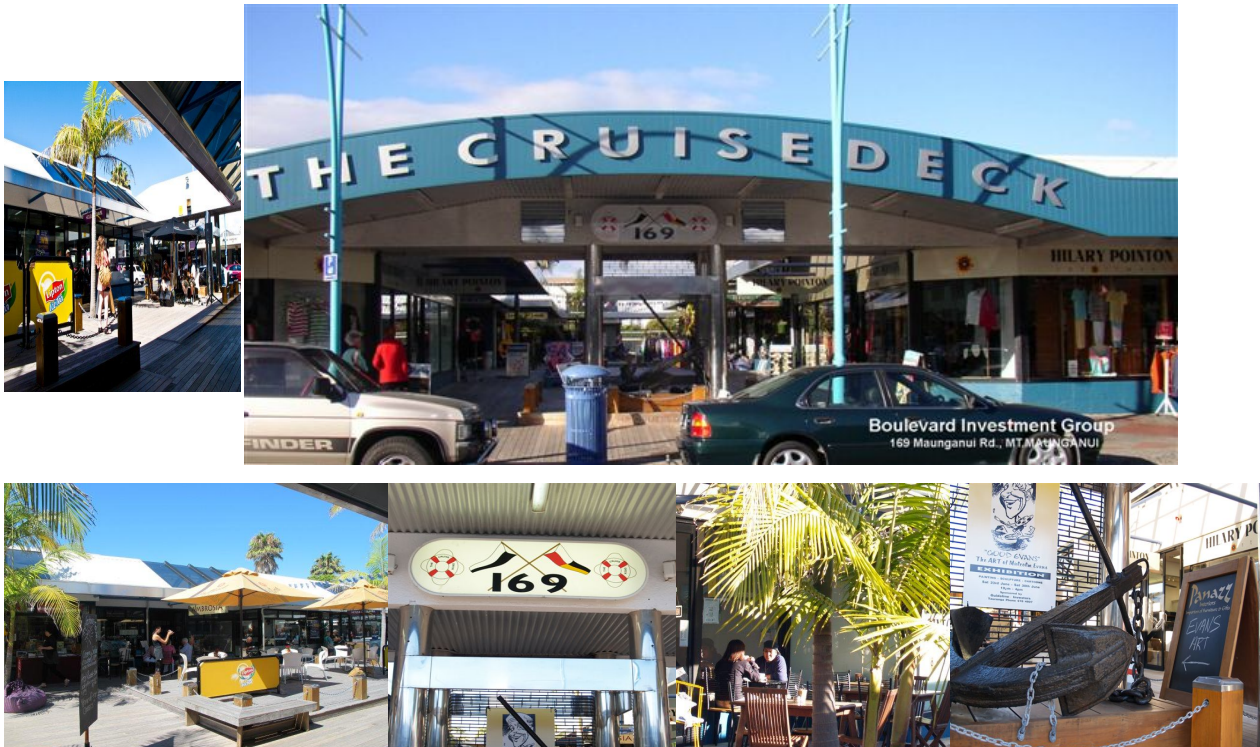


## RETAIL/OFFICE AVAILABLE FOR LEASE

### Shop 2B, The Cruise Deck - Main Retail Strip

### Downtown Mount Maunganui



|                           |  |
|---------------------------|--|
| <b>Location</b>           | Shop 2B, 169 Maunganui Road, Mount Maunganui<br>The Cruise Deck  |
| <b>Available</b>          | 1 May 2025   |
| <b>Property Details</b>   | 55 sq metres   |
| <b>Car spaces</b>         | N/A  |
| <b>Rent</b>               | \$23,900 + Operating Expenses (approx. \$6,850pa) + GST, per annum   |
| <b>Lease Term</b>         | 5 years (negotiable)   |
| <b>Rent Reviews</b>       | 2 x yearly to market   |
| <b>Form Of Lease</b>      | 6th edition ADLS standard form with The Cruise Deck modifications and conditions:<br><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> | Frances de Vantier at Guideline Investors Limited  |
| <b>Landlord</b>           | Boulevard Investor Group Nominees Limited  |
| <b>Contact</b>            | Frances de Vantier, Guideline Investors Limited, Tauranga<br>Mobile: 027 235 3995 <a href="mailto:frances@guideline.co.nz">frances@guideline.co.nz</a>   |



## **Cruise Deck SPECIAL CONDITIONS**

### **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.

#### **7.1 Footpath Signage**

The Tenant shall be assigned signage rights within one fixed, single-sided, Cruise Deck sign directory. Refer appendix "A". The tenant is not permitted to erect a sandwich board, or any other signage, along the footpath, at the front of the Premises, or around the Cruise Deck entrance, unless otherwise authorised by the landlord. The Tenant shall maintain their signage and ensure that it remains current.

### **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.

- a) The Tenant acknowledges that if the tenant breaches this clause other Tenants and the Landlord shall suffer financial loss.
- b) The tenant undertakes to pay the Landlord liquidated damages as an estimate of the losses referred to in 9.a) of \$250.00 + GST per day or part day that the Tenant may be closed. The tenant further acknowledges that any payment under this clause under this clause shall prejudice any other Landlords rights or power of the Landlord and that non-payment within 7 days of demand will constitute a default under the lease, and that that such moneys will be held by the Landlord and applied to marketing of or upkeep of the Cruise Deck property.

### **10. Tenant Conduct**

It is an essential term that the Tenant will conduct itself and its business to the highest business standards 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.

### **13. Health & Safety**

The Tenant will do all things necessary as the occupier of the premises to comply with the Health and Safety at Work Act 2015 ("HSW Act") including, but without limitation:

- (a) Take all practicable steps to ensure that any person in or on the Premises or the building of which the Premises forms part or in the vicinity of the Premises or the building, is not harmed by any hazard arising in or on the Premises. Hazard has the same meaning as in section 16 of the HSW Act;
- (b) At all times during the terms of this Lease develop, maintain and implement a program promoting the health and safety of people in the Premises and a system of auditing such program. Upon receiving a written request by the Landlord, the Tenant will provide reasonable details of the program implemented by the Tenant;

- (c) Immediately notify the Landlord of any hazard identified on the Premises; and
- (d) Comply with any notices issued pursuant to the HSW Act unless the work required by a notice would otherwise be work required to be undertaken by the Landlord under this Lease.

To the extent permitted by law, the Tenant indemnifies the Landlord and will keep the Landlord indemnified against all fines, penalties, costs, actions, demands, losses, damages and expenses for which the Landlord becomes or may become liable (whether in the Landlords capacity as owner of the Premises or otherwise) in respect of or arising from the Tenants failure to observe or otherwise comply with any statute or regulation including without limitation, the Resource Management Act 1991, the Building Act 2004 and the HSW Act (or any replacement or equivalent legislation), except as arising from the Landlords own activities relating to the Premises.