

IN CONSIDERATION of the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to the rent to the Tenant the Accommodation Unit, municipally described as unit 1 at 82A Devich Road Mangawhai (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-person residence.
2. No guests of the Tenant may occupy the Property without the prior written consent of the Landlord.
3. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given pursuant to this clause.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant, including guests or visitors will not smoke in the Accommodation Unit or Common Room.
6. This Accommodation Unit is provided to the Tenant with a king single fixed bed with mattress, desk, cupboards and ensuite.

The Common Room is provided to the Tenant with an air conditioning unit, washing machine, dryer, fridge, microwave, 2 burner cooker, outside BBQ, TV, 2 lounge suites, dining room table with 6 chairs.

Term

7. The term of the Lease commences from the date on the application or amendment to the date as advised.
8. The Tenant will remain in possession of the Property on a month-to-month tenancy at the same rental rate provided in this Lease.

Rent

9. Subject to the provisions of this Lease, the rent for the Property is \$50.00 per night or \$200.00 per week (the Rent").
10. The Tenant will pay the Rent weekly, on or before Friday of each and every week of the term of this Lease by direct payment to Devich Road Limited, bank details (ASB 12-3115-0015468-01).

Quiet Enjoyment

11. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Tenant Improvements

12. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. Applying adhesive materials, or inserting nails or hooks in walls or ceilings.
 - b. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property.

Utilities and Other Charges

13. Electricity, water usage and water waste costs in relation to the Property shall be borne by the Landlord. Where the Landlord provides a gas bottle for the outside BBQ, the Tenant shall be liable for sharing the cost of filling the bottle up with other Tenants. The Tenant will be responsible for removing all personal rubbish from both Accommodation Unit and Common Room.

Insurance

14. The Tenant understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Governing Law

15. This Lease will be construed in accordance with and exclusively governed by the laws of New Zealand.

Assignment and Subletting

16. The Tenant will not assign this Lease, sublet or grant any concession or licence to use the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

17. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

18. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
19. The Tenant will not engage in any illegal trade or activity on or about the Property.
20. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
21. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear expected.
22. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on

the Property or that might be considered hazardous by any responsible Insurance Company.

23. The Tenant will not perform any activity on the Property or have on the Property any article or thing that the Landlord's Insurance Company considers increases any insured risk such that the Insurance Company denies coverage or increases the insurance premium.
24. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Rules and Regulations

25. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

26. For any matter relating to the tenancy, the Tenant may be contacted at the Property or, after the tenancy has been terminated, by the address provided for service by the tenant.
27. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: Devich Rd Limited
 - b. Phone: 021 1589773
 - c. Email: stay@westsideworkersretreat.co.nz

General Provisions

28. All monetary amounts stated or referred to in this Lease are based in the New Zealand dollar.
29. Any waiver by the Landlord or any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver or the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
30. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
31. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
32. Where this is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
33. If there is a conflict between any provision of this Lease and the applicable legislation of New Zealand (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
34. This Lease may only be amended or modified by a written document executed by the Parties.
35. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and included the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
37. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
38. This Lease may be executed in counterparts. Email signatures are binding and are considered to be original signatures.
39. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of the Lease will not be binding on either Party except to the extent incorporated in this Lease.
40. During the last 30 days of this Lease, the Landlord will have the privilege of displaying the usual 'For Sale' or 'For Rent' or "Vacancy' signs on the Property.
41. Time is of the essence in this Lease.