



TERMS & CONDITIONS

IN CONSIDERATION of Devich Road Ltd providing certain premises to the Boarder and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Leased Property

1. Devich Road Ltd agrees to the board payment to the Boarder 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 Boarder agreement by the Boarder 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 Boarder may occupy the Property without the prior written consent of Devich Road Ltd.
3. No pets or animals are allowed to be kept in or about the Property without the prior written permission of Devich Road Ltd. Upon thirty (30) days' notice, Devich Road Ltd. may revoke any consent previously given pursuant to this clause.
4. Subject to the provisions of this Boarder agreement, the Boarder is entitled to the use of parking on or about the Property.
5. The, Boarder including guests or visitors will not smoke in the Accommodation Unit or Common Room.
6. This Accommodation Unit is provided to the Boarder with a king single fixed bed with mattress, desk, cupboards and ensuite.
The Common Room is provided to the Boarder 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 Boarder agreement commences from the date on the application or amendment to the date as advised.
8. The Boarder will remain in possession of the Property on a fortnightly basis at the same rental rate provided in this Boarder agreement.

Rent

9. Subject to the provisions of this Boarder agreement, the board payment for the Property is \$50.00 per night or \$250.00 per week.
10. The Boarder will pay the board payment weekly, on or before Friday of each and every week of the term of this Boarder agreement by direct payment to Devich Road Limited, bank details (ASB 12-31150015468-01).
11. Devich Road Ltd reserves the right to increase rent with 2 weeks notice.

Quiet Enjoyment

12. Devich Road Ltd covenants that on paying the board payment and performing the covenants contained in this Boarder agreement, the Boarder will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Tenant Improvements

13. The Boarder will obtain written permission from Devich Road Ltd 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

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

Insurance

15. The Boarder understands that the personal property of the Boarder is not insured by for either damage or loss, and Devich Road Ltd. assumes no liability for any such loss.

Governing Law

16. This Boarder agreement will be construed in accordance with and exclusively governed by the laws of New Zealand.

Assignment and Subletting

17. The Boarder will not assign this Boarder agreement, 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 Devich Road Ltd. option, terminate this Boarder Agreement.

Bond

18. A bond of \$250 for damage to property or rent arrears will be required prior to occupancy which includes a non-refundable cleaning fee of \$100.

Care and Use of Property

19. If the Property should be damaged other than by the Boarder's negligence or wilful act or that of the Boarders employee, family, agent, or visitor and Devich Road Ltd decides not to repair the Property, Devich Road Ltd. may end this Boarder agreement by giving appropriate notice.

20. The Boarder will promptly notify Devich Road Ltd. of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by Devich Road Ltd.

21. The Boarder will not engage in any illegal trade or activity on or about the Property.

22. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
23. At the expiration of the term of this Boarder agreement, the Boarder will quit and surrender the Property in as good a state and condition as they were at the commencement of this Boarder agreement, reasonable use and wear and tear expected.
24. The Boarder 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.
25. The Boarder will not perform any activity on the Property or have on the Property any article or thing that Devich Road Ltd. Insurance Company considers increases any insured risk such that the Insurance Company denies coverage or increases the insurance premium.
26. The Boarder will not perform any activity on the Property that Devich Road Ltd. feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.
27. The boarders units will be subject to monthly inspections if Devich Road Ltd. sees a necessity.

Rules and Regulations

28. The Boarder will obey all rules and regulations of Devich Road Ltd regarding the Property.

Address for Notice

For any matter relating to the Boarder agreement the Boarder may be contacted at the Property or, after the tenancy has been terminated, by the address provided for service by the Boarder.

29. For any matter relating to the boarding arrangement, whether during or after this boarding has been terminated, Devich Road Ltd's address for notice is:
 - a. Name: Devich Rd Limited
 - b. Phone: 021 1589773
 - c. Email: stay@westsideworkersretreat.co.nz

General Provisions

30. All monetary amounts stated or referred to in this boarding agreement are based in the New Zealand dollar.
31. Any waiver by Devich Road Ltd or any failure by the Boarder to perform or observe the provisions of this Boarder agreement will not operate as a waiver or Devich Road Ltd's rights under this Boarder agreement in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way Devich Road Ltd's rights in respect of any subsequent default or breach.
32. This boarding agreement 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 boarding agreement.

33. All sums payable by the Boarder to Devich Road Ltd. pursuant to any provision of this Lease will be deemed to be additional occupancy and will be recovered by Devich Road Ltd as occupancy arrears.
34. Where this is more than one Boarder executing this boarding agreement, all Boarders are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Boarding agreement.
35. If there is a conflict between any provision of this Boarding agreement and the applicable legislation of New Zealand (the "Act"), the Act will prevail and such provisions of the boarding agreement 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 boarding agreement.
36. This boarding agreement may only be amended or modified by a written document executed by the Parties.
37. 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.
38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Boarding agreement. Words in the singular mean and included the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
39. This Boarding agreement and the Boarder's Boarding agreement interest under Boarding agreement are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by Devich Road Ltd, 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.
40. This Boarding agreement may be executed in counterparts. Email signatures are binding and are considered to be original signatures.
41. This Boarding agreement constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of the Boarding agreement will not be binding on either Party except to the extent incorporated in this agreement.
42. During the last 30 days of this agreement, Devich Road Ltd will have the privilege of displaying the usual 'For Sale' or 'For Rent' or "Vacancy" signs on the Property.
43. Time is of the essence in this Boarding agreement.
44. Devich Road Ltd will exercise the right to evict tenants if their rent remains in arrears after 2 written warnings.