



Project: Nelson City Centre ArtWalk
Licence to Occupy Wall Space

Date of Agreement:

Between:

Owner:

Address:

Phone:

Email:

After hours contact:

Licensee: Make/Shift Spaces Incorporated

Contact Person: Anne Rush, General Manager

Address: PO Box 321, Nelson 7040

Telephone: 021 220 7441

Email: rushannerush@gmail.com; anne@makeshiftspaces.nz

Licence Fee: \$1 if demanded

Licence Space: N | S | E | W wall

at (Address)

.....

.....

being (Legal Description)

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Licence Commencement Date: 1st April 2021

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Term:

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Licence Expiry Date:

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INTRODUCTION

- A. The Owner owns the property located at (address) being (legal description)
- B. The Owner grants the Licensee a License to Occupy wall space at the property on the following terms and conditions.

LICENCE TERMS

1 Term

The term of the licence (the **Term**) shall start from the date of this Licence and continue until terminated by either the Owner or the Licensee by giving twenty one (21) days notice in writing to the other, **PROVIDED THAT** if the Licensee is in breach of this Licence, the Owner can terminate by giving seven (7) days written notice to the Licensee.

2 Licence Fee

2.1 The Licence Fee payable to Occupy wall space at the Property is recorded above.

2.2 The Licence Fee is due one (1) month in advance on the 20th of each month and must be paid by direct credit to the Owner's nominated bank account which is if demanded.

3 Use and Condition of Wall Space

3.1 The Wall Space is to be maintained in a clean and tidy condition. The Wall Space is only to be used to display Art and related signage.

- 3.2 At the expiry or termination of this Licence, the Art and signage is to be removed and the wall is to be left clean and tidy with any building remedial works to be undertaken so as to leave it in the same condition as at the start of the licence referred to in Appendix One.

4 Damage

- 4.1 Any damage to the Wall is to be reported promptly to the Owner.

5 Licence Personal

- 5.1 This Licence is personal between the Owner and Licensee and cannot be assigned or sublet under any circumstances.

6 Risk and indemnity

- 6.1 The Licensee shall use the Wall entirely at the Licensee's risk in every respect. The Owner shall have no liability to the Licensee or any other persons for any damage or loss whatsoever suffered by the Licensee or other persons in respect of the use of the Wall.

- 6.2 The Licensee indemnifies the Owner against all damage to the Wall and loss or claims of any kind sustained or received by the Owner arising from the use of the Wall by the Licensee or the employees, invitees or agents of the Licensee.

7 No Lease

- 7.1 This Licence does not create any lease, tenancy or interest in the property or the Wall.

8 Notices

- 8.1 Notices can be served by:
- (a) email (to the email address listed on page 1 herein);
 - (b) post to the Owner/Licensee's address listed on page 1 herein;

Signatures

Signed by the Owner / Authorised Person: _____

Signatory: _____

In their capacity as: _____

Date: _____

Email: _____

Phone: _____

Signed by the Licensee:

Make/Shift Spaces Incorporated

Signatory:

In their capacity as:

General Manager- Make/Shift Spaces Inc.

Date:

APPENDIX ONE – *Wall Condition Photos at Licence Commencement Date*