

3 June 2023

MotorSport New Zealand Inc
P O Box 133 Paraparaumu
5254
events@motorsport.org.nz

To whom it may concern,

Please find attached three copies of the Road Bond Document for co-signing.

In presenting these to you we acknowledge that in the event of any claim against this bond, MotorSport New Zealand will settle with the Council in the first instance.

The Club Committee are fully aware of the implications of this bond and have authorised us to enter into a bond contract with MotorSport New Zealand.

As the authorised officers of the club, we undertake that the club will make full payment to MotorSport New Zealand of any and all calls made upon the bond.

Yours faithfully,



CLUB PRESIDENT



EVENT ORGANISER

BY THIS BOND we **HIBISCUS COAST MOTORSPORT CLUB (INCORPORATED)** (hereinafter called "the Organiser") and **MOTORSPORT NEW ZEALAND (INCORPORATED)** (hereinafter called "Motorsport") are jointly and severally held bound to **KAIPARA DISTRICT COUNCIL** ("the Road Owner") in the maximum sum of **\$5000.00** (amount of Bond) to be paid to the Road Owner as hereinafter provided for which payment well and truly to be made we bind ourselves and each of us and each of our respective successors firmly by these presents.

DATED this **3rd** day of **June 2023**

THE COMMON SEAL of)

as Organiser was hereunto)

affixed in the presence of:)



) *Kieran Cornelius*

THE COMMON SEAL of **MOTORSPORT**)

NEW ZEALAND (INCORPORATED))

was hereunto affixed in the presence of:)



[Signature]

WHEREAS the Organiser has requested the Road Owner to permit certain of its roads or portions thereof to be used for special stages in the rallysprint proposed to be run by the Organiser on the **15th** day of **July 2023** (which said roads or parts of roads to be used for special stages are hereinafter called "the special stage roading").

AND WHEREAS the Road Owner has agreed to permit the special stage roading to be so used subject to the Organiser and Motorsport entering into this Bond and the agreement recorded in the Schedule hereto being performed. Now the condition of the above written obligation is such that if the Organiser do and shall perform its obligations hereinafter in the Schedule provided then the obligations of the Organiser and Motorsport hereinbefore provided shall be void and of no further effect but otherwise shall remain in full force and effect.

SCHEDULE

1. At such time after the rally as shall be appropriate in the circumstances and reasonably convenient to the Road Owner and agreed with the Organiser (but in any event not more than seven (7) days after the rally), representatives of the Road Owner and the Organiser shall inspect the special stage roading to assess any damage to the property of the Road Owner caused by vehicles competing in the rally and wear and tear on the special stage roading resulting from the rally (hereinafter together referred to as "the rally damage").
2. At such inspection as aforesaid the Road Owner shall advise on the repairs, if any, to be carried out. Such repairs are to be carried out by the Road Owner at a time convenient to the Road Owner at the expense of the Organiser.
3. The Organiser shall forthwith upon demand made within two (2) months after the latest date by which repairs were to be undertaken by the Road Owner pay to the Road Owner the reasonable costs incurred by the Road Owner in repairing such of the rally damage.