

DEED OF GRANT OF LICENCE

TWEED SHIRE COUNCIL of Tumbulgum Road, Murwillumbah in the State of New South Wales (“Council”) hereby grants to the person whose name and address are set out in Item 1 of the Schedule (“the Licensee”) the non-exclusive licence revokable at the will of Council, to use that part of the land owned by Council which is adjacent to the land owned by the Licensor and which is identified in Item 2 of the Schedule (“the Licensed Area”) for the purpose of maintaining upon that land the structure owned by the Licensee which is identified in Item 3 of the Schedule (“the Structure”) UPON THE FOLLOWING terms and conditions:

- ❖ The Licensed Area and the Structure must be used for domestic purposes only and not for any business or commercial purpose.
- ❖ The Licensed Area and the Structure must be kept and maintained at all times in a condition which is deemed by Council in its absolute discretion to be clean, safe and otherwise satisfactory.
- ❖ The Licensee must abide by all laws of any authority having jurisdiction over the Licensed Area or the Structure.
- ❖ The Licensee must not erect any further structures (including, without limitation, signage) upon the Licensed Area or the Structure.
- ❖ Use of the Licensed Area and the Structure shall be at the sole risk of the Licensee and Council shall be in no way responsible for any loss of property from the Licensed Area.
- ❖ If any property that may be on the Licensed Area or the Structure is lost, destroyed or damaged from any cause whatsoever no part of any loss or damage occasioned thereby shall be borne by Council.
- ❖ The Licensee is liable for, and indemnifies Council against, liability or loss arising from, and costs incurred in connection with:
 - ❖ damage, loss, injury or death caused or contributed to by the act, negligence or default of the Licensee or of any person whom the Licensee expressly or impliedly authorises to be upon the Licensed Area or the Structure; and
 - ❖ Council doing anything, which the Licensee must do under this Deed but has not done, or which Council considers the Licensee, has not done properly.
- ❖ The Licensee releases Council from and agrees that Council is not liable for, liability or loss arising from, and costs incurred in connection with:
 - ❖ damage, loss, injury or death unless it is caused by the act, negligence or default of Council; and
 - ❖ Council doing anything which the Licensee must do under this Licence but is not done or which the Council considers the Licensee has not done properly.
- ❖ Each indemnity is independent from the Licensee’s other obligations and continues during the licence and after it expires or is terminated. Council may enforce an indemnity before incurring expense.
- ❖ Council may make and vary rules in connection with the operation, use, management and occupation of the Licensed Area.
- ❖ The Licensee must maintain and keep current an insurance policy covering liability to the public in an amount not less than \$20,000,000.00 (or a higher amount if Council notifies the Licensee that a higher amount is required) for each accident or event, and must produce to Council upon request the policy and the receipt for payment of the last premium.

- ❖ This Agreement does not confer upon the Licensee any estate or interest in the Licensed Area (including, without limitation, any estate or interest as tenant) and control and management of the Licensed Area shall at all times remain vested in Council.
- ❖ Council may terminate this Agreement at any time by notice in writing to the Licensee. Upon termination the Licensee must promptly remove the Structure and all other property from the Licensed Area, failing which Council shall be entitled to remove the same to any convenient place for storage and all costs, charges and expenses of removal and storage shall be payable by the Licensee to Council.

THE SCHEDULE

Item 1: Name

Item 2: **Address**

Lot **DP**

Item 3: **Pontoon**

DATED:

SIGNED AS A DEED

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Signed for and on behalf of Tweed
Shire Council

X.....
Signature of Licensee/s