

THIS LICENCE AGREEMENT made the day of 2020
BETWEEN THE DEVONPORT CITY COUNCIL (ABN 47 611 446 016) (hereinafter referred to
as "the Licensor") of the one part and JULIE BURGESS INC (ABN: 84 309 369 064) of XXX
in Tasmania (hereinafter referred to as "the Licensee") of the other part and their
successors in Law.

IT IS AGREED AS FOLLOWS:

1. THE LICENSOR hereby demises access to the portion of land, as outlined in red on the attached map, situated and forming part of Licensor's sub-leased land at Reg Hope Park, 180 Tarleton Street, East Devonport, in the State of Tasmania, and described in the Schedule hereto (hereinafter referred to as "the said land") TO HAVE AND TO HOLD the same from XX XX 2020 to XX XX 2025.
2. THE LICENSEE hereby covenants with the Licensor as follows:
 - a. To access and secure the said land;
 - b. To use the said land at 180 Tarleton Street, East Devonport for purposes of operating and mooring the ketch, the *Julie Burgess* (the "permitted purpose");
 - c. Not to erect any buildings or structures or to alter any improvements existing at the date of this agreement without the prior written approval of the Licensor having first been obtained;
 - d. Not to erect signage without the prior written approval of the Licensor having first been obtained;
 - e. To maintain the said land in a neat, safe and tidy condition, and promptly make good any damage to the said land caused by the Licensee, their contractors, workmen or visitors;
 - f. To maintain all improvements on the said land in a condition satisfactory to the Licensor;
 - g. To indemnify the Licensor against any claim for damage arising from the use of the said land;
 - h. To enter into and upon the said land for the purpose of the permitted use, between 12 midnight and 11.59pm daily;
 - i. Not to assign, underlet or part with possession of the said land or any part thereof without the prior written consent of the Licensor having first been obtained;

- j. Not to do or permit to be done upon the said land anything which in the opinion of the Licensor may be or become a nuisance, danger or annoyance to adjacent landholders or neighbours;
- k. To permit the Licensor or its agents to enter upon the said land at all reasonable times to inspect the condition thereof;
- l. To pay all outgoings related to the permitted use and use of the said land, including mooring fees, and utilities;
- m. To duly observe all terms covenants and conditions in the Licensor's head lease with the Crown to be observed and performed in the same manner;
- n. Not to do anything that would cause a breach of Licensor's head lease with the Crown to which the Licensor is bound to perform and observe;
- o. Indemnify and keep indemnified the Licensor at all times from and against all actions proceedings costs claims and demands and all loss and damage by reason of the breach or non-observance by or on the part of the Licensee of the covenants and conditions contained in the Head-Lease so far as the same are applicable to the Licensor; and
- p. During the term to insure against public risk for a minimum of twenty million dollars at least to cover all matters normally covered by public risk insurance policies including cover against damage caused to the premises by the Licensee's workmen, invitees, licensees, agents and employees and in respect of all insurance policies which the Licensee is required to maintain, to:
 - i. insure in the name of the parties and such other persons as the Licensor reasonably requires for their respective interests; and
 - ii. produce either a certificate as to currency or the policies and receipt for premia to the Licensor within seven days of the Licensor's written notice to that effect to the Licensee

3. THE LICENSOR hereby covenants with the Licensee:

- a. The Licensee shall be responsible for any damage whatsoever and whosoever and to whomsoever caused and for all claims, costs, actions and demands in respect of injury to or the death of or in connection with the permitted use of the said land by the Licensee during the term of the licence or any extension thereof and shall indemnify and keep indemnified

the Council against all such damages, claims, costs, actions and demands aforesaid in connection with the permitted use.

4. PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto as follows:
 - a. Notwithstanding anything hereinbefore contained, the Licensor may terminate this agreement upon six months notice in writing, such notice to expire at any time if in its absolute discretion it is of the opinion that the standard management of the said land by the Licensee is not satisfactory or should the site be required by Licensor for an alternate purpose.
 - b. The Licensee may terminate the agreement upon 6 months notice in writing.

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THE FIRST SCHEDULE

ALL THAT portion of land located at Reg Hope Park, at 180 Tarleton Street, East Devonport as outlined in red on the plan attached hereto and identified on the attached plan, for the purposes of the permitted use.

IN WITNESS the parties have this day set their hands and seals.

THE COMMON SEAL of the DEVONPORT CITY)
COUNCIL was affixed on)
2020)

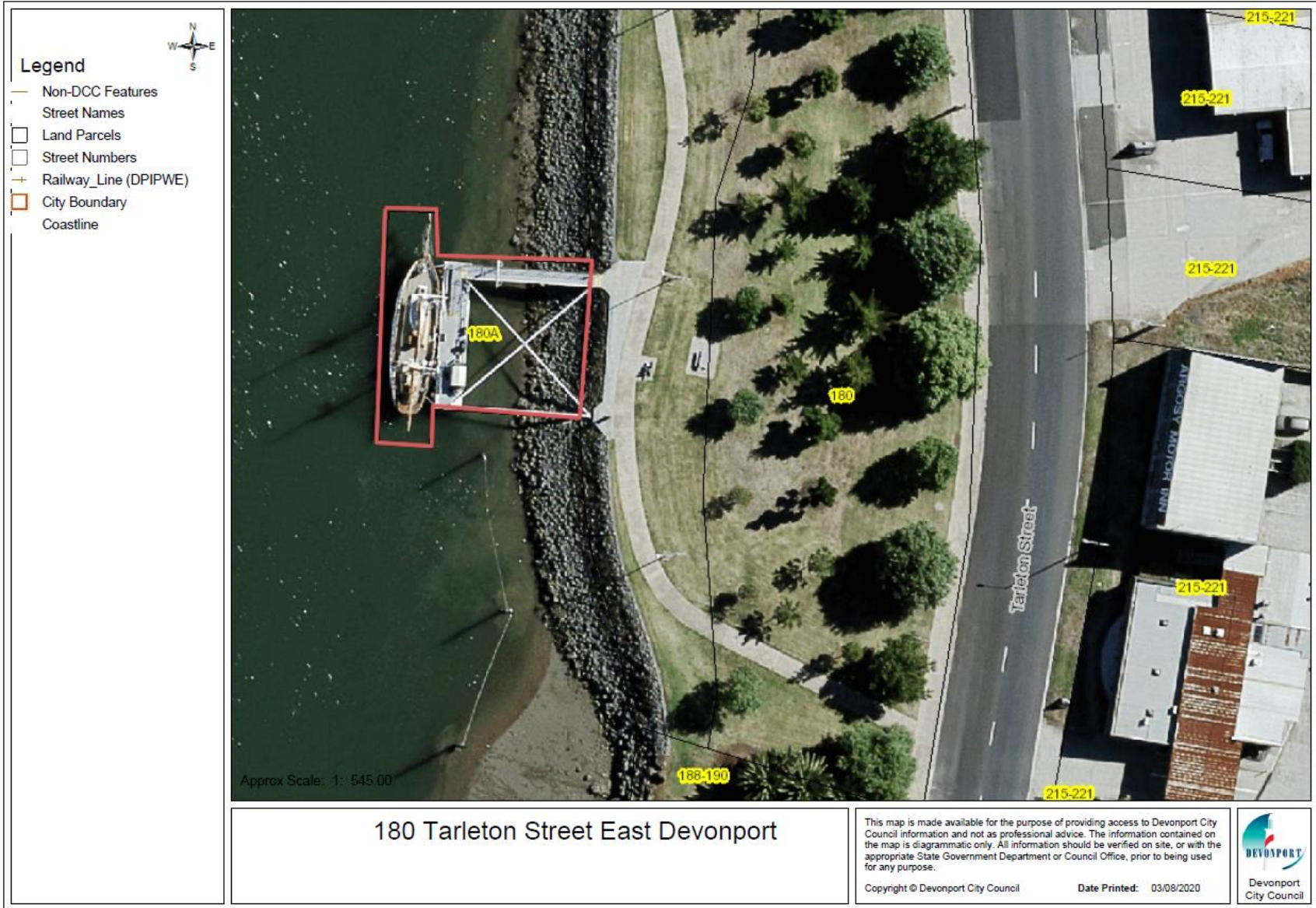
In the presence of:

.....
General Manager

Executed by JULIE BURGESS INC

In accordance with Section 127(1) of the Corporations Act 2001:

.....
.....



Legend

- Non-DCC Features
- Street Names
- Land Parcels
- Street Numbers
- + Railway_Line (DPIPWE)
- City Boundary
- Coastline



Approx Scale: 1: 545.00

180 Tarleton Street East Devonport

This map is made available for the purpose of providing access to Devonport City Council information and not as professional advice. The information contained on the map is diagrammatic only. All information should be verified on site, or with the appropriate State Government Department or Council Office, prior to being used for any purpose.

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