



## TENANT APPLICATION FORM – HOOD AERODROME LEASE SITES 2022

Complete this form to apply for a Hood Aerodrome lease. The Masterton District Council as landlord (referred to as “**Council**” in this form) will use the information you provide to carry out its leasing due diligence process, including but not limited to an assessment of safety, the benefits and suitability of your proposal at Hood Aerodrome and credit, reference . Your privacy is protected under the [Privacy Act 2020](#).

Please return this application form by email to Paula Beasley, Council Property Officer, at [paulab@mstn.govt.nz](mailto:paulab@mstn.govt.nz) or by post to PO Box 444, Masterton 5840.

Please append additional information if the section has insufficient space.

If your application concerns more than one tenant, each tenant must complete this form. All tenants are required to complete Part One, Part Three and Part Four of this form. Part Two is only required to be completed if requested by Council.

### PART ONE: TENANT DETAILS

**Note:** Part One must be completed by all prospective tenants. Under the Privacy Act 2020, you have the right to ask for a copy of all information about you held by Council and the right to request the correction of any incorrect information about you held by Council.

#### 1. What capacity is the tenant(s)? (select one)

- Individual                       Partnership  
 Company                         Limited Liability Partnership (LLP)

#### 2. Tenant details:

Full legal name:
Phone Number:
Email Address:
Address for Service?

#### 3. Associated Persons details:

**Note:** If the tenant is a Company or Partnership, insert directors, shareholders and partners details as applicable. These individuals are referred to as “**Associated Persons**” in this form.

- Director                       Shareholder                       Partner

Full legal name:
Phone Number:
Email Address:
Address for Service?

Director       Shareholder       Partner

Full legal name:
Phone Number:
Email Address:
Address for Service?

**4. Is each tenant and Associated Person a New Zealand citizen or ordinarily resident in New Zealand?**

**Note:** Council has an obligation to seek consent for any new lease to overseas persons under the [Overseas Investment Act 2005](#) ("the Act"). Section 6(2) of the Act defines "ordinarily resident in New Zealand" and section 7 of the Act defines "overseas person".

Yes       No

If No, what is the tenant's or Associated Person's resident country?

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**5. Describe the tenant's aviation industry qualifications/experience, Civil Aviation Authority of New Zealand (CAA) Certifications and if a Safety Management System (SMS) is in place:**

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**6. Describe the tenant's business background/experience:**

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**7. Why do you consider it would be beneficial for Hood Aerodrome and the Wairarapa Community to have the tenant?**

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## PART TWO: LEASE DETAILS

**Note:** Part Two must only be completed if required by Masterton District Council. The terms below are provided for reference only, being contained in a standard Hood Aerodrome lease. These terms may not be contained in any lease offered to the tenant. If there is a conflict between the terms below and those in any offered lease, the offered lease terms will apply.

**A standard Hood Aerodrome lease contains the following terms:**

<b>Lease term:</b>	15 years. One right of renewal of 15 years with at least 4 months' notice of intention to renew. Council has discretion to grant or decline any renewal.
<b>Rental</b>	\$4.10 per square metre reviewed at 2 year intervals
<b>Rent review:</b>	Market rent review every 2 years from the commencement date.
<b>Infrastructure Fee</b>	An up-front fee of \$20,000.00 plus GST is required to secure a lease. This fee is a contribution to roading, sewerage and water services. It does not cover security fencing and electricity.
<b>Outgoings</b>	The tenant is responsible for all normal outgoings associated with the premises and is subject to the terms as set out in the Deed of Lease.
<b>Tenant Insurance:</b>	The tenant must have adequate insurance with unlimited reinstatements of cover for: <ul style="list-style-type: none"> <li>• improvements (e.g. hangar) under a policy for full replacement and replacement cover against loss, damage or destruction by fire or other event (with Council noted as an interested party on the policy); and</li> <li>• public risk and public liability to a sum Council requires from time to time.</li> </ul>
<b>Guarantee:</b>	If the tenant is a limited liability entity (e.g. a company), Council will require a guarantor to guarantee the tenant's obligations under the lease.
<b>Costs:</b>	Each party will pay its own costs for negotiation, preparation and execution of the lease. The tenant will bear costs of renewal, Council's costs to consider any request for consent and costs for Council's enforcement of the lease.

**1. What is the tenant's intention for use of the premises to be leased at Hood Aerodrome? (please be specific with detail to the type and scale of activities and operations proposed)**

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2. If the tenant and/or Associated Persons intend to store aircraft on the premises, please provide all details of the proposed aircraft including but not limited to make, model, details regarding transponders and ownership (including 3<sup>rd</sup> parties, if any).

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3. Please describe the hangar and facility the tenant would like to build. Include the width, depth and height noting the constraints of the sites and if the tenant would accept any site offered or only a specific site or sites. Does the design include accommodation and office space and how much of the hangar will be available for aircraft or aircraft related activities? A sketch or design layout may help if available.

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4. If the tenant is a limited liability entity (e.g. a company), who will guarantee the tenant's obligations under the lease (if required by Council)?

Full legal name:
Relationship:
Phone number:
Email address:
Address for service:

5. Please provide any comments for Council to consider in regard to the lease:

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## **PART THREE: REFERENCES**

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**Note:** Part Three must be completed by all prospective tenants.

- 1. Please provide two aviation industry referees and two general referees who can attest to the tenant's business/financial experience and acumen (e.g. the tenant's accountant):**

**Aviation industry referee one:**

Full name:
Relationship:
Phone number:
Email address:

**Aviation industry referee two:**

Full name:
Relationship:
Phone number:
Email address:

**General referee one:**

Full name:
Relationship:
Phone number:
Email address:

**General referee two:**

Full name:
Relationship:
Phone number:
Email address:

- 2. Please provide any comments for Council to consider in regard to referees:**

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## PART FOUR: ACKNOWLEDGEMENTS

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**Note:** Part Four must be completed by all prospective tenants. The acknowledgements and authorisations below are for the purpose of Council's due diligence process and do not represent acknowledgements that may be contained in any lease offered by Council.

### You acknowledge, agree and authorise as follows:

1. Health and safety is paramount at Hood Aerodrome. You acknowledge and agree that you will abide by all health and safety requirements specified at law and advised by Council from time to time, and ensure the same for any persons under your control and persons for whom the tenant is responsible (including the tenant's agents, employees, contractors or invitees).
2. To ensure the ongoing health, safety and welfare of all persons at Hood Aerodrome, and their property, Council may review the activities undertaken or proposed to be undertaken at Hood Aerodrome. For this purpose, you acknowledge and agree that Council reserves its right to undertake a risk assessment of any activity undertaken or proposed to be undertaken at Hood Aerodrome, including those advised by you in this form or otherwise at Council's discretion. Council's risk assessment may result in a decision to prohibit a current or proposed activity at Hood Aerodrome.
3. You acknowledge all aviation activities you will undertake will be in accordance with all applicable laws, including the Civil Aviation Rules.
4. You will comply with all operational requirements published for Hood Aerodrome including in the Aeronautical Information Publication NZ.
5. You will advise Council of any incidents and occurrences reported to CAA relevant to Hood Aerodrome activities.
6. You acknowledge and agree that you will obtain and hold the required tenant insurance specified in Part Two of this form, or otherwise in any lease offered by Council.
7. You acknowledge and agree that Council may undertake due diligence of all tenants and Associated Persons as it considers appropriate at its sole discretion in all things, including but not limited to credit, reference, criminal history and civil aviation offence checks. You authorise Council to collect, retain and use information in this form, or obtained pursuant to this form, for the purpose of assessing any tenant's (and any guarantor's) creditworthiness and suitability for any lease at Hood Aerodrome. Council's assessment of suitability may include but is not limited to taking into account evidence as to whether the tenant is a safe aerodrome operator, in respect of security, safety and the orderly operation of Hood Aerodrome, as leased premises may have access to the airside area of Hood Aerodrome.
8. You authorise Council, for the purpose of obtaining a credit report, to disclose the information you provide about the tenant and Associated Persons, whether collected from you directly or from any other source, to a credit reporting agency.
9. You acknowledge and agree that the credit reporting agency may hold the information you provide on its credit reporting database and use it for providing credit reporting services.
10. If the tenant is a limited liability entity (e.g. a company), Council will generally require a guarantor to guarantee the tenant's obligations under the lease. You acknowledge and agree that Council may require a personal guarantee of the tenant's obligations.

11. Council will rely on the information you have provided in this form. If any information is incorrect or misleading in any material respect, Council can end lease negotiations and decline to engage in any further negotiations with you, the tenant or any Associated Persons. You acknowledge and agree that the information provided is true and correct and you have not misled or supplied false information to Council in this form or otherwise.
12. You acknowledge Council may require further information from you, which you agree to provide to Council promptly.
13. You acknowledge and agree that upon completion of its due diligence, Council may decide in its sole discretion to grant or not to grant a lease of any premises at Hood Aerodrome, or otherwise discontinue lease negotiations with any prospective tenant or their agent. Council is not required to provide you with reasons for its decision if it is dissatisfied with any prospective tenant or Associated Person on the basis of its due diligence and decides to not grant a lease or negotiate further.

**Please provide any other general comments for Council to consider:**

6.

**Signed:** \_\_\_\_\_ **Date signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_