

Racecourse Road License Agreement

**THIS DEED** Made 06/02/2018

**BETWEEN:**

**GOSFORD RACE CLUB ACN "26 003 846 124"**  
**AND**  
**BUSWAYS GOSFORD PTY LTD ACN "055 471 782"**

1. The Licensor hereby grants to the Licensee a license to use the Licensor's parking and driveway as described in the schedule annexed hereto.
2. The term of the license period as set out in the schedule annexed hereto.
3. The License fee shall be the amount of \$1.00 + GST monthly which shall be paid to the Licensor by the Licensee within 60 Days of the end of month period (e.g. fees for the month of October be paid by 30 December etc).
4. The Licensee shall not use the parking and driveway facilities for anything other than:
  - 4.1. Patron parking during race day events (approximately 24 per year)
  - 4.2. Patron parking during Sunday markets
  - 4.3. Patron parking for functions and events (day and evening) – when required. The Licensee will notify the Licensor in writing seven (7) days in advance of said functions and events.
5. The Licensee at all times must:
  - 5.1. Maintain and keep in good condition the driveway and car park surface.
  - 5.2. Keep the Licensed premises clean and free from debris.
  - 5.3. Ensure that any and all rubbish (i.e. plastic, bags, bottles etc.) be cleared following each and every use.
  - 5.4. Ensure that the access to the licensed premises be securely locked at all times outside of the permitted uses outlined above (Within one hour of each event finishing)
  - 5.5. Ensure that patrons leave their vehicle only in the area shown in the attached Schedule.
  - 5.6. Not use the premises in any way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the premises or adjoining or neighbouring property or the owners, occupiers or use of such adjoining or neighbouring property.
6. Neither the Licensor nor any agent or employee of the Licensor shall be liable to the Licensee for any injury or damage to the Licensee or any other person or for any damages to or loss (by theft or otherwise) of any property of Licensee or of any other person, except to the extent that same is caused by negligence on the part of the Licensor, its contractors or employees.
7. The Licensee shall not sub-license the premises or directly derive income from the Licensed premises (i.e. through paid parking, hiring out of the premises to a third party at a cost, holding functions or events inside parking premises)
8. The Licensee indemnifies and keeps indemnified the Licensor against all action, suits, claims, debts, obligations and other liabilities during the continuance of this license in the respect of the said suit or arising out of its use, except to the extent that same is caused by negligence on the part of the Licensor, its contractors or employees.
9. The Licensee must provide the Licensor with a Current Certificate of currency indicating suitable public liability covering the licensed premises.
10. License is on a month-to-month basis with one (1) month notice required for termination from either Licensee or Licensor.
11. Licensee must have a parking attendant for all events and race days.
  - 11.1. For a maximum of one hour before all events and one hour after events finishing.
  - 11.2. Appropriate Signage to ensure patrons and vehicles are removed prior to securing the site. (with phone number of site contact to unlock gate)
12. The Licensee agrees that by failing to uphold any of the above-mentioned Clauses' the License may be terminated within 7 days.

Annexure A:

Schedule

1. Driveway and Parking Premises "9a-11 Racecourse Road Wet Gosford"



2. Commencing Monday 26/02/18 on a rolling month-to-month basis.
3. Licensee refers to "Gosford Race Club ACN 26 003 846 124"
4. Licensor refers to "BUSWAYS GOSFORD PTY LTD ACN 055 471 782 "
5. License Fee Payable: \$1.10 (including GST)

**Signed by the licensor**

**Busways Gosford Pty Ltd ACN 055 471 782**

**Name of Licensor:** Chris Wolf

Signed 

**Date**    /    /   

**In the presence of**

**Name of Witness:** Jaron Gawnie

Signed 

**Date**    /    /   

**Signed by the licensee**

**Gosford Race Club ACN 26 003 846 124**

**Name of Licensee:** \_\_\_\_\_

Signed 

**Date** 5/3/18

**In the presence of**

**Name of Witness:** M. DAVID SHAWHAN

Signed 

**Date** 5/3/18