

Between

Horowhenua District Council

(Vendor)

and

[Print Full Name]

(Purchaser)

BUILDING REMOVAL CONTRACT

THIS AGREEMENT dated the _____ day of _____ 20

BETWEEN Horowhenua District Council a territorial authority under the Local Government Act 2002 (“Vendor”)

AND _____ (“Purchaser”)
[Print Full Name]

BACKGROUND

- A.** The Vendor owns the building situated on its property at 21-23 Durham Street, Levin a floor plan of which is annexed to this agreement as Schedule 1 (“**the Building**”) and has agreed to sell the Building to the Purchaser for removal by way of tender.
- B.** This contract constitutes an offer by the Purchaser unless, and until, agreed to and signed by the Vendor.

THE PARTIES AGREE

- 1.** The Vendor will sell and the Purchaser will buy the Building for \$ _____ plus GST (if any) (“**the Purchase Price**”).
- 2.** The Purchaser shall pay the Purchase Price within ten working days of this agreement being executed by the Vendor.
- 3.** The Purchaser will arrange for the Building to be removed from the Vendor’s property as soon as possible after the Possession Date and in the event the Building has not been removed from the Vendor’s property on or before 23 March 2018 (time being of the essence) then this agreement may be terminated by the Vendor by notice in writing given to the Purchaser. In that event the Purchase Price paid by the Purchaser shall be forfeited and this Agreement shall be at an end. The Vendor reserves their right to claim for additional expenses and damages.
- 4.** The Purchaser shall be entitled to the possession of the Building on the date the Purchase Price has been paid in full to the Vendor but no earlier than 2 March 2018 (“**the Possession Date**”). The Purchaser will from that date until such a time as the Purchaser fulfils it’s obligation under this agreement have unrestricted access to the Building for the purposes of preparing the property for relocation.
- 5.** The Vendor is responsible of insurance up to the Possession Date. Should the Building be damaged by fire, earthquake or other accident prior to the Possession Date the Vendor shall be entitled to cancel this agreement by notice in writing to the Purchaser.
- 6.** The Building shall be at the sole risk of the Purchaser in every respect from the time of the Possession Date.
- 7.** The Purchaser will be responsible for the repair of any damage caused to the Vendor’s property, footpaths, roadways or public property caused by the removal operation of the Building.
- 8.** The Purchaser shall be responsible for obtaining all necessary permits and approvals to remove the Building.
- 9.** The Purchaser will comply with all relevant legislation, including but not limited to, the Health and Safety at Work Act 2015.
- 10.** The Purchaser will be responsible for the disconnection of all water and sewer connections to the Building at the road boundary by approved contractors of the Horowhenua District Council for wastewater and water connections.
- 11.** The Purchaser will be responsible for the disconnection of all utilities for telephone and power to

the closest junction or connection pole/box of the Building by suitably qualified and experienced tradespersons.

12. The Purchaser will be responsible for the removal and disposal of all remaining parts of the Building and surrounds identified within the area marked on the aerial image annexed as Schedule 2 from the site including ground footings, piles, loose litter and debris, foundations, ramps and auxiliary buildings leaving the building site in a level, clean and tidy state.
13. The Purchaser shall ensure that the public are adequately protected from any hazards related to the relocation/demolition activity on the said property.
14. All costs relating to the removal of the Building from the Vendors property to the Purchasers property will be borne by the Purchaser. All liability and responsibility for the removal operation shall, as between the Vendor and Purchaser, lie with the Purchaser. Legal costs incurred by the Purchasers and Vendors shall lie as they fall.
15. The Purchaser shall provide to the Vendor a copy of the removal contractor's public liability insurance policy for a sum not less than \$2,000,000. This copy will be provided to the Vendor prior to the Building being removed from the Vendor's property.
16. The Purchaser acknowledges that the Building is sold in an 'as is where is' condition and that the Vendor gives no warranty in relation to the condition of the Building other than that the Building is the unencumbered property of the Vendor.

Executed as an agreement.

**SIGNED by Horowhenua
District Council** as Vendor by:

Full name of authorised signatory

Signature of authorised signatory

SIGNED by the Purchaser/s:

Full name

Signature

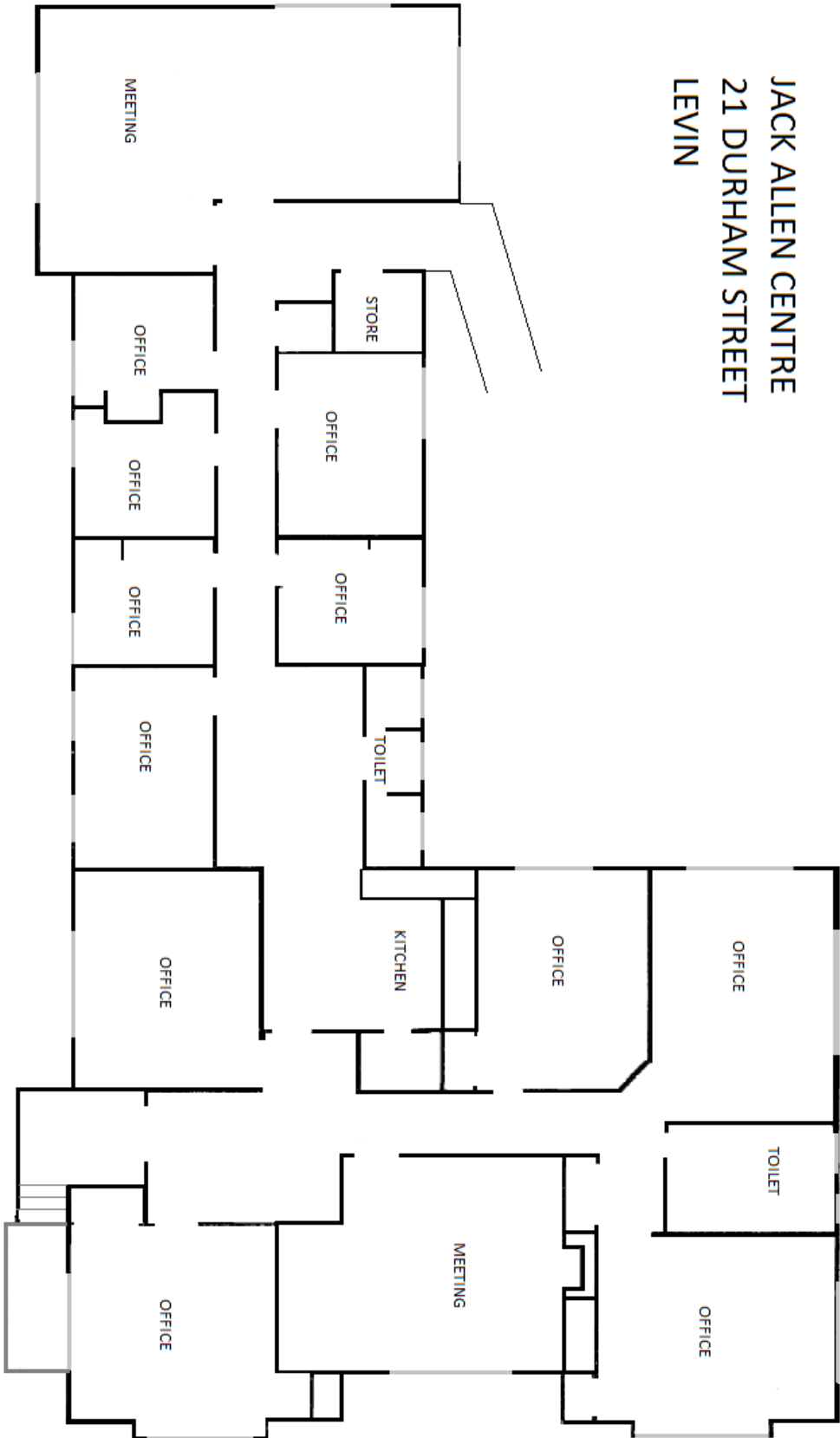
Full name

Signature

NOTE: Tenderers are reminded to provide a project plan, the name of the house removal company/individual who will be engaged to undertake the removal together with experience/references, and a copy of your/your contractor's public liability insurance at the time of submitting this Building Removal Contract.

SCHEDULE 1 – FLOOR PLAN

**JACK ALLEN CENTRE
21 DURHAM STREET
LEVIN**



Not to Scale

SCHEDULE 2 – AERIAL IMAGE



Key:



Affected Area