



**ROAD BORE LEASE**

This Road Bore lease (this "lease") is made effective as of \_\_\_\_\_, between  
The Department of Infrastructure, Planning and Environment (the "lessor"),

\_\_\_\_\_,  
in the Northern Territory of Australia and \_\_\_\_\_

(the "lessee"), of \_\_\_\_\_, \_\_\_\_\_, in the  
Northern Territory of Australia, and states the lease of the parties as follows:

**1. BORE SUBJECT TO LEASE.**

The lessor shall lease the road bore listed on the attached Exhibit "A".

**2. LEASE TERM.**

This lease shall begin on the above effective date and shall terminate on  
\_\_\_\_\_, unless otherwise terminated in a manner consistent with the  
terms of this lease.

**3. CARE AND OPERATION OF BORE.**

- a) The bore may only be used and operated in a careful and proper manner. Its use must be consistent with the established flow rate of \_\_\_\_\_ litres per second.
- b) All access roads to the bore must be maintained by the lessor to ensure ready, all season, access by the lessor.
- c) The lessor or his contractors may at any time throughout this lease access and use the bore for the purposes of road building or road repair. This use will take precedence over the use of the lessee.
- d) In all other cases the lessee shall have sole use of the bore.
- e) The use of the bore must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the bore, including registration and/or licensing requirements, if any.

**4. ALTERATIONS AND CONSTRUCTION.**

- a) Lessee shall make no alterations or construct any fixture at the bore or in the surrounds of the bore without the prior written consent of the lessor.
- b) All alterations shall be the property of the lessor and subject to the terms of this lease.

**5. MAINTENANCE AND REPAIR.**

The lessor shall maintain at the lessor's cost, the bore and any associated equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

**6. LESSOR'S RIGHT OF INSPECTION.**

The lessor shall have the right to inspect the bore during lessee's normal business hours.

**7. RETURN OF BORE.**

At the end of the lease term, the lessee shall be obligated to return the bore to its original condition prior to the commencement of the lease at the lessee's expense.

**8. OPTION TO RENEW.**

If the lessee is not in default upon the expiration of this lease, the lessee shall have the option to renew this lease for a similar term on such terms as the parties may agree at the time of such renewal.

**9. ACCEPTANCE OF BORE.**

- a) The lessee shall inspect the bore delivered pursuant to this lease.
- b) The lessee shall immediately notify the lessor of any discrepancies between the bore and the description of the bore in the attached Bore Schedule. If the lessee fails to provide such notice in writing within 14 day(s) of signing of the lease, the lessee will be conclusively presumed to have accepted the bore as specified in the Bore Schedule.

**10. OWNERSHIP AND STATUS OF BORE.**

- a) The bore will be deemed to be personal property, regardless of the manner in which it may be attached to any other property.
- b) The lessor shall be deemed to have retained title to the bore at all times, unless the lessor transfers the title by sale.
- c) The lessee shall immediately advise the lessor regarding any notice of any claim, levy, lien, or legal process issued against the bore.

**11. INDEMNITY OF LESSOR FOR LOSS OR DAMAGES.**

- a) The lessee assumes all risks of damage to the bore from any cause, and agrees to return it to the lessor in the condition received from the lessor, with the exception of normal wear and tear, unless otherwise provided in this lease.
- b) Unless otherwise provided in this lease, if the bore or equipment is damaged, stolen or lost, the lessor shall have the option of requiring the lessee to repair the bore or equipment to a state of good working order, or replace the bore or equipment with like in good repair, which shall become the property of the lessor and subject to this lease.

**12. LIABILITY AND INDEMNITY.**

Liability for injury, disability, and death of workers and other persons however caused during the term of this lease is the obligation of the lessee, and the lessee shall indemnify and hold the lessor harmless from and against all such liability. Lessee shall maintain liability insurance of at least \$10,000,000.00.

**13. CASUALTY INSURANCE.**

The lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the bore.

**14. TAXES AND FEES.**

During the term of this lease, the lessee shall pay all applicable taxes, assessments, and license and registration fees on the bore.

**15. DEFAULT.**

The occurrence of any of the following shall constitute a default under this lease:

- a) The violation of any other provision or requirement that is not corrected within 14 day(s) after written notice of the violation is given.
- b) The insolvency or bankruptcy of the lessee.
- c) The subjection of any of lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**16. RIGHTS ON DEFAULT.**

- a) In addition to any other rights afforded the lessor by law, if the lessee is in default under this lease, without notice to or demand on the lessee, the lessor may take possession of the bore as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the lessee responsible for any deficiency.
- b) The rights and remedies of the lessor provided by law and this lease shall be cumulative in nature. The lessor shall be obligated to re-lease the bore, or otherwise mitigate the damages from the default, only as required by law.

**17. NOTICE.**

All notices required or permitted under this lease shall be deemed delivered when delivered in person or by pre paid mail, addressed to the appropriate party at the address shown for that party at the beginning of this lease.

**18. ASSIGNMENT.**

The lessee shall not assign or sublet any interest in this lease or the bore or permit the bore to be used by anyone other than the lessee or lessee's employees, without lessor's prior written consent.

**19. ENTIRE LEASE AND MODIFICATION.**

- a) This lease constitutes the entire lease between the parties.
- b) No modification or amendment of this lease shall be effective unless in writing and signed by both parties.
- c) This lease replaces any and all prior leases between the parties.

**20. GOVERNING LAW.**

This lease shall be construed in accordance with the laws of the Northern Territory of Australia.

**21. SEVERABILITY.**

- a) If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
- b) If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**22. WAIVER.**

The failure of either party to enforce any provision of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

**23. CERTIFICATION.**

Lessee certifies that the application, statements, submitted to lessor are true and correct and any material misrepresentation will constitute a default under this lease.

Lessor:

The Department of Infrastructure, Planning and Environment

By: \_\_\_\_\_

\_\_\_\_\_

Director

Lessee: \_\_\_\_\_

\_\_\_\_\_

**DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at**

\_\_\_\_\_

**Bore Schedule**

Bore Description: Bore situated at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Final Checklist for Bore Lease**

**Lessor:** \_\_\_\_\_

**Lessee:** \_\_\_\_\_

**Make It Legal**

- The bore lease should be signed and dated by both the lessor and the lessee.
- The lease becomes effective as of the date indicated in the document.

**Copies**

- Both parties should retain a copy of the signed lease in a secure location.

**Other Information**

- It is not necessary the signatures be witnessed or notarized.

**Reasons to Update**

- To ensure that the parties are each complying with their respective obligations.