

# THAMES VALLEY MOTORCYCLE CLUB

## RHODES PARK MEMBERSHIP (License) APPLICATION

Please print this form and send your completed application, along with payment and a self-addressed, stamped envelope to:

Thames Valley Motorcycle Club

PO Box 308

Thames 3540

Or send us an email to arrange it.

*Ensure you initial each page when returning a paper copy to us.*

Upon acceptance of your application we will send you a numbered key

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ \_\_

### PARTIES:

1/ THAMES VALLEY MOTORCYCLE CLUB INC (the Licensor) aka TVMCC

2/ \_\_\_\_\_ (the Licensee)

*If the applicant is under 16- years then this form must be completed by a parent/guardian.*

### BACKGROUND

The Licensor is the owner or occupier of the land situated at the rear of Rhodes Park, Ngati Maru Highway, Thames. The Licensor has agreed to grant a license to the Licensee to use part of the Licensor's land, for recreational off-road motorcycling and associated activities, as well as any future activities the Licensor may deem appropriate. The Licensee agrees to abide by the rules, terms and conditions set out in this application; as well as any other reasonably publicized rules, terms or conditions the Licensor may impose now and during the term of the membership.

### THE PARTIES AGREE AS FOLLOWS

#### 1/ License Period and Usage

The License period shall be for twelve months and shall coincide with the calendar year for the TVMCC membership (presently expires 30<sup>th</sup> June annually). A pro-rata charge may be made in the first year of operation of the venue in order that the expiry date coincides with 30<sup>th</sup> June.

If, for any reason, the TVMCC is unable to continue to grant access licenses for the said period then the license is terminated from that date. The unexpired part of the annual license fee shall be refunded to the Licensee calculated on a pro-rata basis.

The land shall be used for above said usage only, unless otherwise agreed to by the TVMCC Committee in writing.

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## 2/ Fees

The Licensee shall pay to the Licensor the annual license fee in advance of the commencement date and thereafter on, or before, the first day of each subsequent membership year (currently 1<sup>st</sup> July to 30<sup>th</sup> June). The Licensee must also be a paid member of the TVMCC.

The fee shall be set each year at the AGM of TVMCC. The annual Club Membership is currently \$25 for seniors and the additional Rhodes Park Membership fees are shown at the bottom of this application (this is expected to increase accordingly each year as improvements are made to the facility).

Day/casual licenses will be made available soon via our website.

## 3/ Non Exclusive occupation

The Licensee shall not be entitled to exclusive use of the land (unless approved in writing by TVMCC Committee).

## 4/ Risk

Motorcycling is a dangerous sport. The Licensee shall use the land at his/her own risk and agrees that the TVMCC shall not be liable for any loss, damage or injury suffered by the Licensee and/or spectators and minors under the care of the Licensee.

## 5/ Access

The TVMCC shall endeavor to enable the Licensee to use the facility as much as reasonably possible. The track may be closed due to (but not exclusively due to):

- wet weather
- natural disaster
- working bees
- where noise and/or dust may be an issue
- when scheduled events are being held at neighboring recreational facilities
- where the land owner or a local authority has requested or demanded closure

An Open/Closed sign will be displayed at the Track entrance as well as on the club's website. A Master lock may also be fitted to prevent access at such times. The track must not be used while closed or outside of designated hours (indicated on signboard). No riding is allowed whilst the Rugby/Soccer club are training or playing. The Licensee must have their own key and membership card with them, if unable to present them upon request they may be asked to leave.

They must lock the gate behind them upon entry (this controls access to keyholders only). They must lock the gate behind them when they leave.

## 6/ Tracks

Riders must stay to the formed/marked tracks only and only ride in the direction indicated. The Pee Wee track is strictly for beginner riders ONLY. Direction arrows must be followed at all times on all tracks.

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## 7/ Public Reaction

We are relying on you, our members, to present a respectable image for this facility and the sport in general. Motorcycling can be regarded as a nuisance to certain members of the public. Having the use of and access to this facility is a privilege. If you, the Licensee, abuse this privilege and the TVMCC Committee deems it appropriate, your access rights will be removed for what ever period the Committee feel appropriate, and no refund will be issued.

## 8/ Access Road

The access road/s to the track is not owned by TVMCC. All members (license holders) must agree to a 20KPH speed limit on the said road/s. If you, the Licensee, abuse the road/s you will be liable for the restoration thereof and your access to the facility may be removed, at the discretion of the TVMCC Committee.

## 9/ Fire

The Licensee shall take all proper precautions to ensure that no fire hazard arises from his/her activities on the land. The Licensee will not light or permit to be lit any fire on the land. Motorcycle spark arrestor must be fitted and in good working order.

## 10/ Damage

The Licensee shall indemnify the Licensor in respect of any damage caused to the Licensor's real or personal property and in respect of all claims or actions by any third party against the Licensor for any loss, damage, injury, fines or proceedings.

## 11/ Dispute

In the event of a dispute arising, the Licensee shall give notice in writing to the Licensor within ten days of the alleged dispute. A mutually agreeable Justice of the Peace will be called upon to mediate if an agreeable solution is not forthcoming within the ensuing ten days.

## 12/ Sanitation

The Licensee is responsible for his/her own sanitation arrangements. The Licensor will not supply ablutions. The Licensee must not relieve himself/herself at the venue under any circumstances. During TVMCC organized events portable facilities will be made available.

## 13/ Disallowed

No dogs are allowed on the property under any circumstances.  
No drugs or alcohol to be consumed on the premises.  
No smoking in pits area or on track/s.

## 14/ Notification

You are required to agree to all the rules, terms and conditions set out in this document when applying for a license. It is your responsibility to read the documentation. Omitting to peruse and sign/agree to this form and the club's rules does not alleviate you from your responsibilities. Payment of your Access License fee signifies your acceptance of the rules, terms and conditions herein.  
If you are the guardian of a Licensee who is less than 18 years of age (minor) then you must sign this form to agree to take care and responsibility for said minor in regard to all rules, terms and conditions.

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