



# Punanga-Nui Market Ministry of Agriculture

Arorangi, Rarotonga, Cook Islands.

P.O. Box 96, Phone +682-28370, Email [pnui@oyster.net.ck](mailto:pnui@oyster.net.ck), [mat.purea@agriculture.gov.ck](mailto:mat.purea@agriculture.gov.ck)

## ENDORSED BY:

Punanga-Nui  
Market  
Authority

and the

Ministry of  
Agriculture

# Hut Rental Tenancy Agreement

This tenancy agreement has been approved for use by the Office of the Ministry of Agriculture.

## HOW TO USE THIS AGREEMENT

1. All tenancy agreements must be in writing. A separate form of tenancy agreement for consent order for extension of structures is available on our website.
2. The Punanga-Nui Market Authority must provide the tenant with a copy of this agreement prior to commencement of the tenancy. If the property is for *tenancy at will*, a copy of the most recent conditions of tenancy rules should be attached to this agreement.
3. This agreement must be completed in full and the tenant and the Market Authority each keep a copy.
4. The rights and obligations set out in the Tenancy Rental Policy 2008 are implied in every rental tenancy agreement.
5. No terms or conditions added to this agreement are valid if they are not contrary to the Market Hut Rental Tenancy Policy 2008.
6. Before signing this agreement all parties should carefully read it and seek advice from the Punanga Nui Market Authority or the Department of Policy & Planning of the Ministry of Agriculture, if they are unclear about what they are agreeing to.
7. The parties must record their full names as stipulated in their passports correctly.
8. If a bond or payment of good will has been paid to the Authority, a bond lodgment form must be completed.
9. If there is a problem between the tenant and the Authority, and they cannot agree, the department of Policy and Planning of the Ministry of Agriculture can help sort matters out. Visit us on our website on [www.agriculture.gov.ck](http://www.agriculture.gov.ck) or call us at +682 28711.

<b>Punanga-Nui Authority details</b>			
Name(s):			
<b>This section must be filled in:</b>			
Physical address for services:			
Phone:	(Wk)	(Hm)	(Mobile)
<b>Tenant details</b>			
Name(s):		Foreign business partner name(s):	
Tick identification <input type="checkbox"/>	Drivers license:	Passport:	Other:
<b>This section must be filled in. It is important to give good contact details.</b>			
Physical address:			
Phone:	(Wk)	(Hm)	(Mobile)
<b>Tenancy business details</b>			
Business address of tenancy:		Hut number:	
Rent per week: \$	To be paid in advance, weekly/fortnightly (strike out one option)		
Good will Bond amount: \$	Dual tenancy payment: \$		
Rent to be paid at:			
Business Registration details:			
Year of Registration:		Registration Certificate number:	
<b>The Authority and tenant agree that</b>			
1. The tenancy shall commence on the ...../...../2015			
2. This tenancy of rental agreement is a <i>Tenancy at will</i> which either the Punanga-Nui Authority or the Tenant <i>may terminate at any time</i> by giving 8 weeks of reasonable notice.			
3. The tenant shall notify the Punanga-Nui Authority on the sale of the hut.			
4. The tenant shall not assign or sublet the tenancy without the Punanga-Nui Authority consent.			
5. Operates no less than 3 days a week.			
<b>Signatures</b>			
<b>Do not sign this agreement unless you understand and agree with everything in it</b>			
The Punanga-Nui Authority and tenant sign here to show that they agree to all the terms and conditions in the tenancy agreement and that each party has read the notes on the back page of this agreement.			
Signed by:	_____ TENANT	_____ WITNESS	
Date signed:	_____ TENANT	Date signed: _____ WITNESS	
Signed by:	_____ AUTHORITY	Date signed: _____ WITNESS	

# Property Inspection Report

This report is intended to help avoid future disputes

This should be used to record the condition of the property at the start of the tenancy. The Punanga-Nui Authority and the Tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects. Defected item utility shall be the responsibility of the tenant, to ensure all utilities are in functional order and in good use.

## List of furniture and chattels

Provided by the Punanga-Nui Authority.

Room or Item	Authority	Tenants	Damage/Defects
	Tick if condition acceptable or not?		
<b>GENERAL</b>			
Rubbish bins		>	
Locks		>	
Parking	<		
Grounds	<		
Windows with locks		>	
No keys supplied		>	
<b>HUT UTILITIES</b>			
Phone line		>	
Power		>	
Water taps		>	
Sewage drain		>	
Plumbing integrity		>	
Security lights/alarm		>	
Drop off access roads	<		
<b>HUT INTEGRITY</b>			
Roofing		=	
External Walls		=	
Windows		=	
Floor studs		=	
Tie-down anchor studs		=	
Paint appearance		=	
Customer safety		=	
Surrounding Hazards	<		

## Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the inspection report.

Signed by:	TENANT
Date signed:	TENANT
Signed by:	AUTHORITY
Date signed:	AUTHORITY

## Rent & Bond Receipt

Initial rent payment:	\$
Bond:	\$
Total:	\$

To (name)  
Date paid \_\_\_/\_\_\_/\_\_\_

Signed as received:

## Outline of the Provisions of the Tenancy Hut Rental Policy 2008

1. **Agreement:** This tenancy agreement is between the Punanga-Nui Authority and the Tenant. Changes in the particulars of this agreement must be notified to either party within 10 working days.
  2. **Rent:**
    - a. Punanga-Nui Authority will require a two (2) weeks in advance payment of rent.
    - b. A good will bond of \$500 must be paid before construction, establishment or transfer of ownership.
    - c. The good will bond is non-refundable.
    - d. Business must commence before the end of 1 month of establishment, or your application will be terminated.
    - e. Arrears owing to the Punanga-Nui authority exceeding 3 month will follow an immediate termination of tenancy.
  3. **Privately owned hut:** If termination of occupancy have commenced, the owner has the choice to sell with the consent of the Punanga-Nui Authority.
  4. **Aid funded huts:** If termination of occupancy has commenced, the owner is required to consult with the Punanga-Nui Authority to determine hut value before it is sold.
  5. **Punanga-Nui Authority responsibilities is to provide:**
    - a. The agreed premises in a reasonable state for business establishment.
    - b. Overall market security and lighting in a reasonable time needed.
    - c. The necessary utilities like water, telephone connections and power.
    - d. An induced environment for business.
    - e. Overall control of disease spreading medium and pest control.
    - f. Overall disposal of hazard materials, all litter types and rubbish.
  6. **Tenant's responsibilities is to:**
    - a. Pay the rent on time
    - b. Keep the premises reasonably tidy and notify the Authority any damaged utilities.
    - c. Use premises principally for market business.
    - d. All rubbish disposals is the responsibility of every hut business.
    - e. Pay electrical and telephone charges
    - f. Not to damage the premises, and to inform the Authority of any damage.
    - g. Seek consent from neighboring vendors on extraordinary work that can hinder neighbors business.
    - h. Not alter the premises without application of approval of consent.
    - i. Not to occupy premises as home dwelling other than the business of intent.
    - j. Ensure property is left in tidy, and clear of rubbish and possessions at end of each day.
  - k. Ensure hut is in good appearance and attractive for business.
  - l. Huts are in business no less than 3 days a week.
  - m. Remove un-specified attached structures under this agreement at the time of termination.
  - n. Convene the transfer of ownership process meeting with the Authority.
  - o. Health & safety (no smoking) messages are induced in business environment vicinity.
  - p. Have in-place own evacuation plans in preparation for cyclone impacts.
  - q. Concrete structure installation is not permitted under this agreement.
  - r. Business hours are from 10:00am to 2:00pm Mon to Friday. Saturdays are from 8:00am – 12noon. Trading beyond 2:00pm is encouraged but no later than 10:00pm.
  - s. Sunday trading is prohibited.
  - t. Huts in food business must be up-to-standard with the Ministry of Health food safety certification.
  - u. Dual tenancy must be notified to the Authority and shall include an addition fee of \$250.
7. **Rights of entry:** The Punanga-Nui Authority shall enter the hut premises only:
- a. With the tenants consent at the time of entry.
  - b. In an emergency situation.
  - c. For an inspection of the property or work required of the Authority.
  - d. To show the premises to prospective tenants, valuation agents doing an appraisal.
- Consent may not be reasonably withheld but reasonable conditions may be imposed.
8. **Abusive behavior:** All members of the Authority will not tolerate **any form of verbal abuse** from hut owners and vendors. Reports of abuse will be processed to the Authority and the Police to warrant an immediate prosecution and penalties.
9. **Notice to terminate tenancy:** Notice for *Tenancy at Will* is contained in this agreement. In all cases the tenant must give 42 days (8 weeks) notice in writing – and must state the reason of termination if:
- a. The tenant wishes to transfer ownership to a new owner which requires a new application tenancy rental agreement.
  - b. Business challenges has become unsuccessful, there by a change of business was necessary.
  - c. Breaching any of the rules in this agreement and refusal to cooperate with the Authority.
10. **Mitigation of loss:** Penalties up to \$500 will be imposed on those who purposely breach the conditions of this agreement.
- The Punanga-Nui Authority will not be liable for any damages cause or loss to the tenants business.