**Agreement to Enter Property and Install Acoustic Treatment**

Agreement made this [date] day of [month] 20[year]

Between The New Zealand Transport Agency (the ‘NZTA’)

and [owners name(s)] (the ‘Owner’)

It is agreed that the NZTA may in consideration of the sum of ten cents ($0.10), receipt of which is acknowledged, enter and re-enter the Property subject to this Agreement at all times with or without such assistants, machinery and equipment as are necessary for the purpose of the installation of acoustic treatment in the Owner’s Property, as set out in the Schedule hereto (‘The Works’). The Works are being undertaken to mitigate road-traffic noise.

The period of entry is from the date of this Agreement to [date] 20[year] (the ‘Expiry Date’). Entry will be between the hours of 8 am and 6 pm, Monday to Friday, excluding public holidays. When entry is made the NZTA will use its best endeavours for the Works to be completed within a [number of days] day period.

The Property subject to this Agreement is located at [address], and described as Lot [number and reference] being part of the land contained in Computer Freehold Register [register number] ([name of registry] Land Registry) and is shown on the attached plan (the ‘Property’).

The Owner’s interest in the property described above is that of fee simple owner.

1. The Agreement shall be subject to the conditions set out in the Schedule.
2. This Agreement shall not be binding on the NZTA until signed on behalf of the NZTA.

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| Signed by: | In the presence of: |
| ……………………………………………………………….  *Signature of Owner* | ……………………………………………………………….  *Signature of witness* |
| ……………………………………………………………….  *Name of Owner*  Date [day] / [month] / [year] | *Witness name ……………………………………………………*  *Occupation ……………………………………………………*  *Address ……………………………………………………*  *……………………………………………………* |
| Signed by: | In the presence of: |
| ……………………………………………………………….  *Signature of Authorised Officer* | ……………………………………………………………….  *Signature of witness* |
| ……………………………………………………………….  *Name of Authorised Officer* | *Witness name ……………………………………………………*  *Occupation ……………………………………………………*  *Address ……………………………………………………*  *……………………………………………………* |
| For and on behalf of the New Zealand Transport Agency acting pursuant to delegated authority pursuant to the Crown Entities Act 2004. |

**Schedule**

1. The Works:
   1. [Describe explicitly the type of system to be installed, performance specifications, the location within the property, the method of installation, equipment to be used, connections to existing services etc. Attach drawings and specifications.]
2. The Owner acknowledges:
   1. That there may, at times, be noise from machinery used to undertake the Works.
   2. Access will be restricted to the rooms in which the Works are undertaken for the period in which the Works are carried out.
   3. The electricity supply in the Property will be used to power the equipment required to undertake the Works.
3. The Owner does not wish to:
   1. [Describe any restrictions the Owner wishes to place on the Works, for example times of day or rooms not to be used.]
4. The NZTA shall at its cost:
   1. Obtain any approvals required for the Works under the Resource Management Act, Building Act and Historic Place Act.
   2. Give the Owner prior written notice of not less than 10 working days of its intention to enter upon the Property for the first time pursuant to this Agreement. The NZTA may thereafter enter, re-enter or remain in occupation of the Property for the purposes set out in this Agreement without serving further notice on the Owner but shall, in good faith, consult with the Owner as to the timing of the Works.
   3. Where necessary, reinstate the Property, to a similar condition to that existing immediately prior to the Works commencing. Reinstatement may include making good and repainting walls and ceilings.
   4. At its cost, repair any damage to the Property resulting from the NZTA’s occupation of the Property, to a similar standard to that existing immediately prior to the Works commencing.
   5. On completion of the Works, supply a copy of a commissioning report to the Owner. This report will verify the attached specification of the Works.
5. The Owner shall sign the attached completion certificate and return it to the NZ Transport Agency within 7 days of completion of the Works and receipt of the commissioning report.
6. The Works will be subject to an Encumbrance Instrument whereby, on completion and commissioning of the Works, the Owner will own the Works and will be responsible for all maintenance of the Works.

**Completion certificate**

I (the Owner) confirm that:

1. The Works detailed in the Schedule have been completed, and

2. I have received a commissioning report from the NZ Transport Agency.

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| Signed by: | In the presence of: |
| ……………………………………………………………….  *Signature of Owner* | ……………………………………………………………….  *Signature of witness* |
| ……………………………………………………………….  *Name of Owner*  Date [day] / [month] / [year] | *Witness name ……………………………………………………*  *Occupation ……………………………………………………*  *Address ……………………………………………………*  *……………………………………………………* |

**Drawings and specifications**

[*attach drawings and specifications of the acoustic treatment*]