

# ROAD DAMAGE BOND DOCUMENT

Clubs wishing to use this document are asked to adhere to the following procedures:

1. Allow 3-4 weeks as a minimum for putting the Bond in place.
2. Forward a draft copy of the document to the Council/land owner for approval in principle. There may be some aspect that requires clarification or amendment. Should they wish to change the document we suggest you fax this office for approval before preparing the formal copies.
3. Complete three formal copies under seal by the Club. The signatories to the Common Seal should also initial the second page headed "schedule".
4. Forward the three copies to this office for execution together with a letter of undertaking from your club agreeing to meet the costs to repair the damage as required under the seal and a copy of your club's Constitution.
5. Providing MotorSport New Zealand is satisfied that its requirements have been met they will attach their Seal and forward two copies of the Bond to your club - one for you to retain and one to forward on to the Council. We retain one copy for our own records.
6. Finally, please have the council/land owner concerned forward a letter to MotorSport New Zealand advising that the conditions have been met and the Bond document can be released.

# DRAFT

Date

The Chief Executive Officer  
MotorSport New Zealand Inc  
P O Box 3793  
**WELLINGTON 6140**

Dear Sir

Please find attached three copies of the Road Bond Document for co-signing.

In presenting these to you we acknowledge that in the event of any claim against this bond, MotorSport New Zealand will settle with the Council in the first instance.

The Club Committee are fully aware of the implications of this bond and have authorised us to enter into a bond contract with MotorSport New Zealand.

As the authorised officers of the club, we undertake that the club will make full payment to MotorSport New Zealand of any and all calls made upon the bond.

Yours faithfully,

**CLUB PRESIDENT**

**EVENT ORGANISER**

**BY THIS BOND** WE (Car Club or other Organisation) .....

.....(hereinafter called "the Organiser") and **MOTORSPORT**

**NEW ZEALAND (INCORPORATED)** (hereinafter called "Motorsport") are jointly and severally

held bound to (Council or other "the Road Owner") .....

in the maximum sum of (amount of Bond) ..... (\$ ..... )

to be paid to the Road Owner as hereinafter provided for which payment well and truly to be made we bind ourselves and each of us and each of our respective successors firmly by these presents.

**DATED** this..... day of ..... 20 .....

**THE COMMON SEAL** of ..... )  
as Organiser was hereunto ..... )  
affixed in the presence of: ..... )

**THE COMMON SEAL** of **MOTORSPORT** ..... )  
**NEW ZEALAND (INCORPORATED)** ..... )  
was hereunto affixed in the presence of: ..... )

**WHEREAS** the Organiser has requested the Road Owner to permit certain of its roads or portions thereof to be used for special stages in the rally proposed to be run by the Organiser on the ..... day of ..... 20 ..... (which said roads or parts of roads to be used for special stages are hereinafter called "the special stage roading").

**AND WHEREAS** the Road Owner has agreed to permit the special stage roading to be so used subject to the Organiser and Motorsport entering into this Bond and the agreement recorded in the Schedule hereto being performed.

Now the condition of the above written obligation is such that if the Organiser do and shall perform its obligations hereinafter in the Schedule provided then the obligations of the Organiser and Motorsport hereinbefore provided shall be void and of no further effect but otherwise shall remain in full force and effect.

## **SCHEDULE**

1. At such time after the rally as shall be appropriate in the circumstances and reasonably convenient to the Road Owner and agreed with the Organiser (but in any event not more than seven (7) days after the rally), representatives of the Road Owner and the Organiser shall inspect the special stage roading to assess any damage to the property of the Road Owner caused by vehicles competing in the rally and wear and tear on the special stage roading resulting from the rally (hereinafter together referred to as “the rally damage”).
2. At such inspection as aforesaid the Road Owner shall advise on the repairs, if any, to be carried out. Such repairs are to be carried out by the Road Owner at a time convenient to the Road Owner at the expense of the Organiser.
3. The Organiser shall forthwith upon demand made within two (2) months after the latest date by which repairs were to be undertaken by the Road Owner pay to the Road Owner the reasonable costs incurred by the Road Owner in repairing such of the rally damage.