

AGREEMENT

THIS AGREEMENT made this 10th day of August 1990

BETWEEN: THE COUNCIL OF THE SHIRE OF BEAUDESERT

of 82 Brisbane Street, Beaudesert in the State of Queensland (hereinafter referred to as "the Council")

AND: BEECHMONT COMMUNITY SPORTS ASSOCIATION INC.

of Beechmont Road, Beechmont in the State of Queensland (hereinafter referred to as "the Association")

WHEREAS:

The Council is the owner or Trustee of certain lands and improvements thereon more particularly described in the plan annexed hereto and marked with the letter "A" and the Schedule annexed hereto marked with the letter "B" respectively (hereinafter referred to as "the Centre").

AND WHEREAS:

The Association is desirous of undertaking the use of and exercising the management of such land and improvements.

NOW THIS AGREEMENT WITNESSES AND THE PARTIES AGREE AS FOLLOWS:-

1. In consideration of the sum of ONE DOLLAR (\$1.00) paid by the Association to the Council, receipt of which is hereby acknowledged, the Council hereby grants to the Association the use and management of the said centre as set out in the attached plan and schedule on the terms and conditions as hereinafter set out.

2. Ownership of the property shall remain vested in the Council of the Shire of Beaudesert and will therefore be exempt from General Rates.

3. The Association shall if not already an Incorporated Association incorporated pursuant to the Associations Incorporation Act 1981 take all such steps with all due diligence to obtain such registration.

4. _____ The Association shall open a separate bank account for the purpose of dealing with all funds generated by or in connection with its management or use of the centre.

5. _____ The Association shall keep proper books and accounts in respect of the operations of the centre and shall have such books and accounts audited annually by an auditor acceptable to the Council within a period of 90 days following the conclusion of its financial year.

6. _____ The Association shall make available to the Council annually copies of financial statements in relation to the use and management by the Association of the Centre and shall allow inspection by the Council or any officer thereof so authorised of any of the records of minutes or financial documents or accounting books or receipts etc. as pertain to the use and management of the centre at any time.

7. _____ The Association shall insure to its full insurable value any ~~property belonging to the Association which is ordinarily housed or~~ kept upon the centre.

8. _____ The Association shall insure the centre for public risk with an insurer acceptable to the Council in such sum as the Council may from time to time direct, at this time being \$5,000,000. The Council will reimburse the Association for the annual premium involved in this policy.

9. _____ The Association shall, with respect to the building or buildings being managed, and with respect to the grounds within twenty metres of such buildings or to the property boundary whichever is the lesser, be responsible for:-

- (a) All electricity and telephone charges, and;
- (b) The care and maintenance and annual testing of all fire extinguishers, together with the costs of recharging when required, and;

- (c) The care, cleaning and maintenance of all ceilings, soffits, walls and floors, both interior and exterior, and;
- (d) The cleaning and de-leafing of all rainwater gutters and down-pipes to ensure rainwater run-off is not restricted, and;
- (e) The cleaning of glass to all windows, doors, fanlights and other areas as applicable, and;
- (f) The annual treatment for pest control (including spiders but excluding termites) by a pest control firm approved by Council. Provided also that where the Council, on the advice of the Shire Engineer, considers that additional treatment or re-treatment is necessary, the Committee shall, without delay, arrange and pay for, such additional treatment or re-treatment, and;
- (g) The maintenance and repair of all water supply, plumbing and ~~drainage fixtures, including rewashering of taps and cleaning~~ of blockages to the sewage or septic system, and;
- (h) The regular cleaning of grease traps, including the safe disposal of the waste. Provided also that when the Chief Health Surveyor or Shire Engineer consider such traps require cleaning they shall have the absolute right to require the Committee to carry out such cleaning forthwith, and;
- (i) The maintenance and replacement, as required, of
 - (i) All electric light bulbs and fixtures;
 - (ii) All door and window furniture, and;
- (j) The repair or replacement of cladding and finishes to walls and ceilings (both interior and exterior) where such replacement or repair has been necessitated by other than fair wear and tear, and;

- (k) The replacement of all glass where such replacement has been necessitated other than by an Act of God, and;
- (l) The repair or replacement of all floor coverings or finishes where such repair or replacement has been necessitated by other than fair wear or tear, and;
- (m) The maintenance and nurturing of the grounds, including slashing or mowing of grass and lawns, cleaning and sweeping of paths, driveways and verandahs, planting and care of garden beds, care, pruning and lopping as directed, of all shrubs and trees, and;
- (n) With respect to associated constructed car parks, whether within the twenty metre limit or not, the general tidiness and collection of rubbish within the car park area, and;
- (o) With respect to refuse containers serving the building or ~~buildings being managed and the associated car parks, the~~ general tidiness and removal of rubbish from the area surrounding such containers, and;
- (p) The supply of all equipment and materials necessary for the carrying out of the above including floor care and polishing equipment and including equipment necessary for the full and proper maintenance of the finish of any specially surfaced floors, and;
- (q) With respect to a building or buildings serviced by a septic tank system, such proportion of the cost of the cleaning and emptying of such septic tank as is decided by Council.

10. Where the facilities being managed include sporting and/or playing fields the Association shall be responsible for the maintenance, mowing and upkeep of such fields and surrounds including any fencing and seating.

11. The Association shall submit to the Council for approval all hiring charges to be charged by the Association for use of the land or any improvements thereon and such charges may be accepted or varied by the Council.

12. The Association shall be responsible for all bookings for the use of the centre.

13. Any surplus funds of the Association in relation to its activities concerning the centre shall be re-invested in improvements and/or activities of the centre.

14. The Association shall be responsible for the provision of kitchen utensils, cutlery, clocks, refrigerators, incinerators, toilet tissue, pest control equipment or such other things as may from time to time be agreed between the parties.

15. The Association shall be responsible for payment of all water sewerage and garbage charges in relation to the centre as are levied by the Council each year.

16. The Association hereby indemnifies and saves harmless the Council in respect of any claim suit action demand or proceedings by any person or body howsoever arising from its use management or occupation of the centre.

17. Should the Association be in default of this agreement or should this agreement be cancelled, the Association hereby irrevocably appoints the Council its true and lawful attorney for the purpose of executing any document or doing any act necessary to protect the assets of the Council or the centre or in relation to any matter or thing relating to the use or management of the centre.

18. Nothing contained herein shall prevent the Association at any time from applying to the Council for financial assistance if it considers that there are exceptional circumstances which would warrant such assistance.

AND THE PARTIES HERETO FURTHER MUTUALLY COVENANT AND AGREE AS FOLLOWS:-

(a) The Association agrees that a member of the Council shall be a representative on the Committee at all times. Such representation shall be in accordance with such directions as may be given by the Justice Department from time to time in relation to the incorporation of the Association or as is agreed between the parties.

(b) Should the Association wish to make any structural alterations or additions to the land or any improvements thereon a request shall be referred to the Council for prior approval.

(c) Maintenance matters not herein before referred to shall be referred to the Council for its attention.

(d) This Agreement shall be subject to the Association having and maintaining at all times a constitution acceptable to the Council.

(e) ~~Subject to prior consultation with the Association the Council~~ reserves the right and the Association hereby agrees to the alteration, addition to, or deletion from any part of the land for such purposes as the Council may in its absolute discretion require or as may be required by any Statutory Authority.

(f) Subject to prior consultation with the Association the Council may from time to time make such rules and regulations in relation to the conduct of the centre as it thinks proper and such rules and regulations when delivered to the Association shall be deemed to form part of this Agreement, provided that it shall be competent for the Association at any time to make representations to the Council regarding suggested variations to the Agreement.

(g) This Agreement shall operate on a year to year basis as from the date hereof and is subject to cancellation by the Council at its discretion.

DATED at Beaufort this 10th day of August 1990.

THE COMMON SEAL of THE COUNCIL OF THE SHIRE OF BEAUDESERT as Lessor was hereto affixed this 10th day of August 1990 by ALAN LESLIE STRUSS the Chairman AND KEITH WILLIAM STUCKEY the Shire Clerk in the presence of:

J.P.
A Justice of the Peace.

Alan Struss
Chairman
Keith Stuckey
Shire Clerk

DATED at Beechmont this 27th day of June 1990.

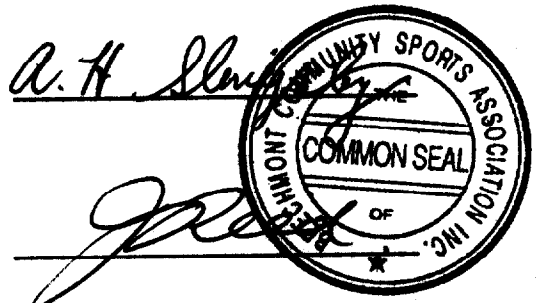
THE COMMON SEAL of BEECHMONT COMMUNITY SPORTS ASSOCIATION INC.

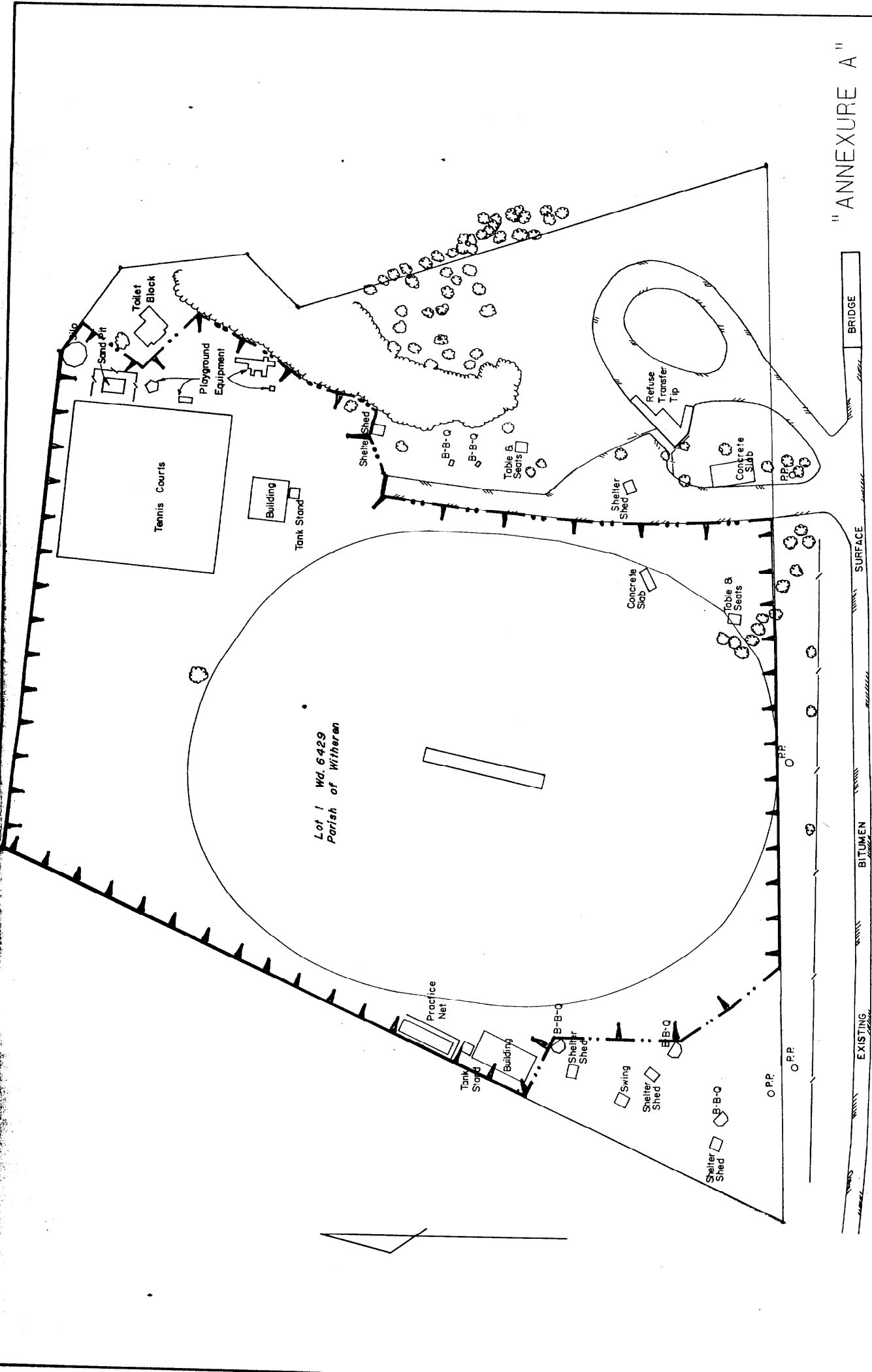
was hereto affixed this 27th day of June 1990 by

Alfred Hector Shipley the Chairman and Jamie Amy Reed the Secretary.
in the presence of: Arthur J.P.

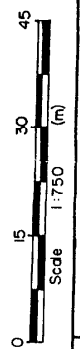
A Justice of the Peace.

Arthur J.P.





" ANNEXURE A "



DRAWING No

A3-006110

BEAUDESERT SHIRE COUNCIL

GRACELEIGH PARK -
MANAGEMENT AGREEMENT PLAN

BEECHMONT ROAD

EXISTING BITUMEN

DESIGNED

CHECKED

RECOMMENDED

APPROVED

Existing Features as at May 1989

AMENDMENTS

ANNEXURE B

GRACELEIGH PARK

SCHEDULE OF IMPROVEMENTS

1. Cricket Pitch and artificial grass surface.
2. Cricket Practice Nets
3. Tennis Courts including surface and surrounding fence and fixtures.
4. Sporting Oval
5. Two Buildings including fixtures and associated tanks and stands.
6. One Table and Seat
7. Playground Equipment
8. External and internal fencing where used as part of boundary limitation.
9. Grassed areas within management area boundary.