



Shire of Mukinbudin

PROPERTY USE AGREEMENT

This Property Use Agreement is between the following parties:

Shire of Mukinbudin PO Box 67, Mukinbudin WA 6479
(Property Owner)

And

Sunshine Club
35 Shadbolt Street, Mukinbudin WA 6479
(Property Occupant)

And it applies to part of the building situated at 35 Shadbolt Street,
Mukinbudin, Western Australia.



TERMS OF THE AGREEMENT

The Agreement shall have effect and be binding on the parties from the 1 July 2022 and it will remain in place until terminated by either party by the service of six (6) months' notice in writing by either party.

The Property Use Agreement is dependent on the property being used for its intended purpose of Senior Citizen and should the Sunshine Club disburse the Agreement shall become null and void.

AREA COVERS BY AGREEMENT

This agreement covers the Old Shire Chambers at the Memorial Hall.

This building will still be available to use as a whole by the community from time to time. The Old Shire Offices will remain with the Mainstreet Gallery for use and communal use of the toilets.

RENT

The rent applicable to the use of the property shall be \$0.00 per week for an initial period of three (3) years when it shall be reviewed by the Mukinbudin Shire Council in the annual budget process.

The Council shall provide a minimum of three (3) months written notice prior to any variation to the rental charge.

AREAS OF RESPONSIBILITY

Shire of Mukinbudin

- Property Insurance – Building
- Shire Rates (If Levied)
- Water Rates
- Annual termite inspections & Treatments
- Fire Extinguisher Service
- Building Maintenance
- Clean and maintain external gutters, grates and drains
- ESL Charges
- Rubbish Collection Charges (General and Recycling)
- Water consumption charges
- Power consumption charges
- Cleaning of toilets, toiletries, cleaning products and other consumable items
- Replacement of light globes and fittings.

Sunshine Club

- Telephone & information technology – installation and use charges
- Internal building cleaning (to area specified)
- Provision and maintenance of all equipment and materials associated with the activities of Sunshine Club
- Provision and maintenance of furniture, crockery/cutlery, cooking utensils, decorations, window treatments and floor coverings.
- Contents Insurance
- Provision of portable or fixed fans or other equipment necessary for the comfort or wellbeing of the members of the Mainstreet gallery
- Security of the premises
- Provision of any television reception devices required.

No alterations are to be made to the building or surrounds without prior consent from the Shire of Mukinbudin.

INDEMNITY / LIMIT ON LIABILITY

The Shire of Mukinbudin shall not be liable for any claim or action arising from the use and occupancy of the property by the Sunshine Club

There is no requirement for the Shire of Mukinbudin to provide alternative premises or financial compensation in the event the premises become unfit or unsuitable for the agreed use of a the Sunshine Club.

The Shire of Mukinbudin shall not be liable for loss, damage, or injury to any person or property on or about the property however this occurs.

AGREED USES

This Use Agreement is entered into between the parties to provide premises for community Senior Citizens activities and any proposed use outside of this stated purpose will require the prior written approval of both parties.

EFFECT OF THE PROPERTY USE AGREEMENT

The parties (Shire of Mukinbudin and the Sunshine Club) agree and accept that this document is a legally binding agreement relating to the provision and use of the premises for the stated purpose.

SIGNATORIES

The Owner Shire of Mukinbudin

Cr G Shadbolt
Shire President

Dirk Sellenger
Chief Executive Officer

Date

Sunshine Club

Signature

Name

Position

Signature

Name

Position

Date