

## LEASE

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Lot 228 on Deposited Plan 217468	Portion	LR2914	172

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

NIL

LESSOR/LESSORS (Note 3)

Shire of Denmark

LESSEE/LESSEES (Note 4)

Denmark Community Resource Centre Incorporated

TERM OF LEASE (Note 5)

Five Years Zero Months Zero Days  
Commencing from the **XXX** day of **XXX** in the year 2021

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

for the above term for a rental of \$1.00, which shall be deemed to have been paid by the Lessee to the Lessor

# LEASE

SHIRE OF DENMARK  
[Lessor]

and

DENMARK COMMUNITY RESOURCE CENTRE INC.  
[Lessee]

PORTION OF LOT 228  
ON DEPOSITED PLAN 217468  
(2 Strickland Street, Denmark)

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Lease made on \_\_\_\_\_

## Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia (**Lessor**)
2. **Denmark Community Resource Centre Incorporated** [A1004269B] (**Lessee**)

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Terms in Reference Schedule

Terms in bold type in the Reference Schedule have the meaning shown opposite.

#### 1.2 Definitions

**Authority** includes any government or governmental, semi-governmental, administration, fiscal or financial body, department, commission, council, authority, tribunal, agency or entity including but not limited to any court, tribunal, agency or entity including but not limited to any court, tribunal or person having jurisdiction over the parties, the Premises or this Lease;

**CEO** means the person employed as the Chief Executive Officer of the Lessor from time to time;

**Claim** includes any claim or legal action and all costs and expenses incurred in connection with it;

**Commencing Date** means the commencing date specified in the reference schedule;

**Financial Year** means 1 July to 30 June;

**Lessor's Property** means any property owned by the Lessor on the Premises including but not limited to the items specified in the Reference Schedule;

**Land** means the land described in the Reference Schedule;

**Official Requirement** means any requirement, notice, order or direction of any statutory authority and includes the provisions of any statute, ordinance or by-law;

**Plan** means the plan of the Land annexed to this Lease (if any);

**Premises** mean the portion of the Land, described in Item 4 of the Reference Schedule, and includes the Lessor's Property;

**Services** means all utilities and services to the Premises;

**Structural Building Repairs** means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- floors;
- masonry;
- roof covering and roof structure;
- footings and foundations;
- painting of external surfaces;
- outer walls of any construction but does not include windows, doors, doorframes, and door furniture;
- ceilings; and
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

**Lessee's Employees** means each of the Lessee's employees, contractors, agents, customers, sub-lessees, licensees, invitees, volunteers or others (with or without invitation) who may be on Premises;

**Lessee's Property** includes all fixtures and other on the Premises which are not the Lessor's;

**Term** means the term of this Lease specified in the reference schedule and includes the further term as applicable; and

**Termination Date** means the date of termination of this Lease specified in the reference schedule.

### 1.3 Interpretation

- (a) Reference to:
  - (i) the singular includes the plural and the plural includes the singular;
  - (ii) a person includes a body corporate;
  - (iii) a party includes the party's executors, administrators, successors and permitted assigns;
  - (iv) "month" or "monthly" means calendar month or calendar monthly; and
  - (v) a right includes a remedy, authority or power.
- (b) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

## 2. Term and holding over

### 2.1 Term

The Lessor leases the Premises to the Lessee for the Term commencing on the Commencing Date.

### 2.2 Monthly Tenancy

If the Lessee continues to occupy the Premises after the Term with the Lessor's consent then:

- (a) the Lessee does so as a monthly Lessee on the same basis as at the last day of the Term; and
- (b) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

## 3. Rent and rent reviews

### 3.1 Rent

- (a) The Lessee must pay the Rent in the amount and method described in the Reference Schedule.
- (b) Each payment of Rent must be made with an additional amount equal to any goods and services, consumption, value added tax applying to that payment.

## 4. Operating Expenses

### 4.1 Expenses Due to Lessee's Use

- (a) The Lessee must pay to the relevant authorities all charges for rates, taxes, charges, assessments, licence fees, duties, impositions, penalties, and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Premises or the use or occupation of the Premises or any part.

- (b) The Lessee must pay to the relevant authorities all charges for gas, electricity, water and telecommunications where they are separately metered to the Premises and the costs incurred by the Lessor in providing Services to the Premises.
- (c) The Lessee must pay to the Lessor all expenses due solely to the Lessee's use of the Premises.

#### **4.2 Goods and Services Tax**

##### **(a) Consideration is exclusive of GST**

The consideration for a Supply under this Lease is exclusive of any GST imposed on the Supply.

##### **(b) Recovery of GST**

If a Supply under this Lease is subject to GST:

- (i) the Recipient of the Supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- (ii) the Recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the Recipient need not pay the additional amount until the supplier gives the Recipient a Tax Invoice.

##### **(c) Definitions**

In this clause, Adjustment Note, GST, Recipient, Supply and Tax Invoice have the meanings given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### **5. Use of the Premises**

#### **5.1 Permitted Use**

The Lessee must only use the Premises for the Permitted Use.

#### **5.2 Restrictions on Use**

The Lessee must not:

- (a) disturb Lessees, users or owners of adjacent premises;
- (b) overload any Services;
- (c) damage the Lessor's Property;
- (d) alter the Premises, or do any building work without the Lessor's prior consent;
- (e) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (f) destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

#### **5.3 No warranty as to Use**

The Lessor does not warrant that the Premises:

- (a) is suitable for any purpose; or
- (b) may be used for the Permitted Use.

#### **5.4 Official Requirements and rules**

At its expense, the Lessee must comply with any Official Requirement concerning the Premises, the Lessee's Property or the Lessee's use or occupation of the Premises or the sex, number, health and safety of persons on the Premises.

## **5.5 Caveats**

The Lessee must not lodge or register any absolute caveat against the certificate of title to the land of which the Premises forms part to protect its interests under this Lease but the Lessee shall be entitled to lodge a "Subject to claim" caveat against the certificate of title to the land of which the Premises forms part.

## **6. Maintenance and repair**

### **6.1 Repair**

- (a) The Lessee must:
- (i) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident, and Structural Building Repairs; and
  - (ii) fix any damage caused by the Lessee or the Lessee's Employees.
- (b) The Lessor may do any repairs or maintenance to the Premises. The Lessor must give the Lessee reasonable notice before doing so and must cause as little disruption to the Lessee's business as is reasonably possible in the circumstances.

### **6.2 Cleaning and Maintenance**

The Lessee must:

- (a) do such things as may reasonably be required to eradicate, exterminate and keep the Premises free from rodents, vermin, noxious weeds and other pests of any kind, and will procure that pest exterminators are employed from time to time for that purpose;
- (b) keep the Premises clean and tidy and free of infectious diseases; and
- (c) keep the Lessee's Property clean and maintained in good order and condition.

### **6.3 Not to pollute**

- (a) The Lessee must not cause pollution in or contamination of the Premises or any adjoining land by garbage, waste matter, oil and other pollutants whether by stormwater or other run-off or arising from use of the Premises.
- (b) The Lessee must collect and dispose of all garbage, waste matter, oil and other pollutants from the Premises at a place and in a manner required or approved by the Lessor and all relevant authorities having control over the disposal of waste matter and the protection of the environment.

### **6.4 Lessor's right to inspect and repair**

- (a) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Lessee. In an emergency, the Lessor may enter at any time without giving the Lessee notice.
- (b) The Lessor may carry out any of the Lessee's obligations on the Lessee's behalf if the Lessee does not carry them out on time. If the Lessor does so, the Lessee must promptly pay the Lessor's costs.

### **6.5 Notice of damage or defect in services**

The Lessee must promptly give the Lessor notice of:

- (a) any damage to, defect or disrepair in the Services or the Lessor's Property; and
- (b) any circumstances likely to cause any risk to the Premises or any person.

## **7. Assignment and subletting**

- (a) The Lessee must obtain the Lessor's written consent before the Lessee assigns, sublets or deals with its interest in the Premises.
- (b) The Lessor may grant or withhold its consent in its discretion, subject to clause 18..



## 8. Insurances and indemnities

### 8.1 Lessee's insurance

The Lessee must maintain at its own cost insurance on usual terms with an insurer authorised under the *Insurance Act 1973* (Cth) for public risk for at least \$20,000,000.

### 8.2 Lessee's policies

All policies under this clause 8 must be acceptable to the Lessor endorsed to note the interest of the Lessor as Lessor of the Premises.

### 8.3 Proof of insurance policies

The Lessee must give the Lessor evidence of its insurance if the Lessor asks for it.

### 8.4 Lessee's release and indemnity

- (a) The Lessee occupies and uses the Premises at its own risk.
- (b) The Lessee releases the Lessor from and indemnifies them against all Claims for damages, loss, injury or death:
  - (i) whether or not it is caused by the Lessee's negligence or default if it:
    - (A) occurs on the Premises;
    - (B) arises from the use of the Services on the Premises; or
    - (C) arises from the overflow or leakage of water from the Premises, except to the extent that it is caused by the Lessor's deliberate act or negligence; and
  - (ii) if it arises from the negligence or default of the Lessee or the Lessee's Employees, except to the extent that it is caused by the Lessor's deliberate act or wilful negligence.
- (c) The Lessee releases the Lessor from and indemnifies them against any Claim or costs arising from anything the Lessor is permitted to do under this Lease.

### 8.5 Lessor's Insurance

- (a) The Lessor must insure, at the Lessor's cost, the Premises. The Lessee must pay to the Lessor the sum of \$1,000 excess for each claim the Lessee makes against the Lessor's insurance and the Lessor must at its own cost meet all other costs of repair, replacement and reinstatement not met by the insurer.

## 9. Occupational Safety and Health Act

- (a) The Lessee acknowledges and agrees that for the purpose of the *Occupational Safety and Health Act 1984* (WA) (**Act**) the Lessee has the control of the Premises and all plant and substances on the Premises.
- (b) The Lessee releases and indemnifies the Lessor from and against any claim against or obligation or liability of the Lessor under any occupational health and safety legislation as defined in the Act, except to the extent that any breach of the Act is contributed to by the Lessor's deliberate act or negligence.

## 10. Default and termination

### 10.1 Default

The Lessee defaults under this Lease if:

- (a) the Rent or any money payable by the Lessee is unpaid for 20 business days;
- (b) the Lessee breaches any other term of this Lease and such breach is unremedied within 20 business days of notice of breach having been served on the Lessee;
- (c) the Lessee assigns its property for the benefit of creditors; or

- (d) the Lessee becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth).

## 10.2 Forfeiture of Lease

If the Lessee defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may do any one or more of the following:

- (a) re-enter and take possession of the Premises and by notice to the Lessee, terminate this Lease;
- (b) by notice to the Lessee, convert the unexpired portion of the Term into a tenancy from month to month;
- (c) exercise any of its other legal rights; or
- (d) recover from the Lessee any loss suffered by the Lessor due to the Lessee's default.

## 10.3 Consequences of Default

### (a) Repudiation

- (i) If the Lessee repudiates this Lease or breaches an essential term of this Lease the Lessor may recover all money payable by the Lessee under this Lease up to the end of the Term. However, the Lessor must minimise its loss.
- (ii) The essential terms are:
  - (A) to pay Rent (clause 3.1);
  - (B) to pay Operating Expenses (clause 4.1 and Special Condition 12 of the reference schedule );
  - (C) to use the Premises for only the Permitted Use (clause 5.1);
  - (D) to comply with Official Requirements (clause 5.4);
  - (E) to repair & maintain (clauses 6.1, 6.2 and 6.3); and
  - (F) not to assign, sublet or deal with the Lease without consent (clause 7).

### (b) Lessor's Entitlement to Damages

The Lessor's entitlement to damages is not limited or affected if:

- (i) the Lessee abandons the Premises;
- (ii) the Lessor elects to re-enter the Premises or terminate this Lease;
- (iii) the Lessor accepts the Lessee's repudiation; or
- (iv) the parties' conduct constitutes or may constitute a surrender by operation of law.

### (c) Liquidated Debt

The Lessor may remedy any default by the Lessee and recover its costs of doing so from the Lessee as a liquidated debt.

## 10.4 Waiver

- (a) No waiver by the Lessor is effective unless it is in writing;
- (b) Despite the Lessor's knowledge at the time, a demand for Rent or other money owing by the Lessee or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Lessee.

## 10.5 Interest on Overdue Money

The Lessor may charge daily interest to the Lessee on any late payment by the Lessee at a rate of 3% above the rate which would be charged to the Lessor by the Lessor's bank for borrowing the same amount on unsecured overdraft as certified by the Lessor's bank manager.

## 11. Termination of Term

### 11.1 Termination by Notice

- (a) The Lessor may terminate this Lease by giving 6 months' written notice to the Lessee, notwithstanding that:
  - (i) the Lessee is not in default; or
  - (ii) that the term of the Lease has not expired.
- (b) The Lessee may terminate this Lease by giving 3 months' written notice to the Lessor notwithstanding that the term of the Lease has not expired.
- (c) In the event of this Lease being terminated pursuant to subclause 11.1(a) or 11.1(b) each Party will retain its rights against the other in respect of any past breach of this Lease;.

### 11.2 Lessee's obligations

On termination the Lessee must:

- (a) vacate the Premises and give it back to the Lessor in good repair and condition in accordance with the Lessee's obligations in this Lease;
- (b) remove all the Lessee's Property from the Premises;
- (c) repair any damage caused by removal of the Lessee's Property and leave the Premises in good repair and condition; and
- (d) return all keys, security passes and cards held by it or the Lessee's Employees.

### 11.3 Failure to Remove Lessee's Property

If the Lessee does not remove the Lessee's Property at the end of the Term, the Lessor may:

- (a) remove and store the Lessee's Property at the Lessee's risk and expense; or
- (b) treat the Lessee's Property as abandoned, in which case title in the Lessee's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Lessee.

## 12. General

### 12.1 Notices

#### (a) In Writing

Any notice given under this Lease must be in writing. A notice by the Lessor is valid if signed by an officer or solicitor of the Lessor or any other person nominated by the Lessor.

#### (b) Notice of Address

The Lessee must promptly notify the Lessor of its postal address and email address and update the notice if any changes occur.

#### (c) Service of Notice on Lessee

The Lessor may serve a notice on the Lessee by:

- (i) giving it to the Lessee personally;
- (ii) sending it to the Lessee's facsimile number; or

(iii) posting it to the Lessee's last known registered office, place of business or residence.

(d) **Service of Notice on Lessor**

The Lessee may serve a notice on the Lessor by leaving it at, or posting or emailing it to the Lessor's office set out in Item 1 **Error! Reference source not found.** of the Reference Schedule.

## 12.2 Costs

The Lessee must pay the Lessor:

- (a) duty (if any) on this Lease; and
- (b) the Lessor's reasonable legal fees and outlays:
  - (i) for the preparation and negotiation of this Lease;
  - (ii) relating to any assignment or subletting;
  - (iii) arising from any breach of this Lease by the Lessee; and
  - (iv) for any Lessor's consent under this Lease.

## 13. Option of Renewal

- (a) The Lessor hereby grants to the Lessee the option to renew this Lease for the further term or terms (if any) specified in Item 5 of the reference schedule upon the terms, covenants, conditions and restrictions of this Lease (excepting any exercised right of renewal). The Lessee may exercise such option if and only if:
  - (i) the Lessee has first given to the Lessor written notice of such exercise of option not less than 3 months and not more than 6 months prior to the expiration of the Term; and
  - (ii) the Lessee is not, at the time of giving the notice under this clause in breach of any of the terms, covenants or conditions of this Lease.
- (b) If the Lessee validly exercises the option to extend under subclause 13(a)(ii) then prior to the expiration of the then current Term, the CEO shall acknowledge the grant of further term in writing.

## 14. Damage and destruction

### 14.1 Definitions

In this clause 14:

- (a) **abatement notice** means a notice given under clause 14.2(a);
- (b) **reinstatement notice** means a notice given by the Lessor to the Lessee of the Lessor's intention to carry out the reinstatement works; and
- (c) **reinstatement works** means the work necessary to:
  - (i) reinstate the Premises; and
  - (ii) make the Premises fit for occupation and use and accessible by the Lessee.

### 14.2 Abatement

- (a) If at any time the Premises are wholly or partly:
  - (i) unfit for occupation and use by the Lessee; or
  - (ii) inaccessible having regard to the nature and location of the Premises and the normal means of access to them,

as a result of destruction or damage then from the date that the Lessee notifies the Lessor of the relevant event, the Rent and any other money payable by the Lessee are to abate according to the circumstances.

- (b) If clause 14.2(a) applies, the remedies for:
- (i) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
  - (ii) enforcement of the obligation to repair and maintain,
- are suspended from the date of the abatement notice until the Premises are reinstated or otherwise made fit for the Lessee's occupation and use and fully accessible.

### 14.3 Either party may terminate

If clause 14.2(a) applies, then at any time after 2 months from the date the abatement notice is given either party may terminate this Lease by notice to the other unless the Lessor has within that period of 2 months:

- (a) given the Lessee a reinstatement notice; and
- (b) started to carry out the reinstatement works.

### 14.4 Lessee may terminate

If the Lessor gives a reinstatement notice to the Lessee and does not commence the reinstatement works within a reasonable time, the Lessee may terminate this Lease by giving not less than 2 month's notice to the Lessor and, at the expiration of the notice period, this Lease terminates.

### 14.5 Dispute resolution

- (a) No party to this agreement will start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this agreement (**dispute**) unless it has complied with this clause.
- (b) A party claiming that a dispute has arisen must notify the other parties, giving details of the dispute.
- (c) During the 21 day period after a notice is given under clause 14.5(b) (or longer period agreed in writing by the parties to the dispute) (**initial period**) each party to the dispute (**disputant**) must use its best efforts to resolve the dispute.
- (d) If the disputants are unable to resolve the dispute within the initial period, each disputant agrees that the dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of Western Australia, at the request of any disputant, to:
  - i. a mediator agreed on by the disputants; or
  - ii. if the disputants are unable to agree on a mediator within seven (7) days after the end of the initial period, a mediator nominated by the President of the Law Society of Western Australia or the President's nominee.
- (e) The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a disputant unless that disputant has so agreed in writing.
- (f) Any information or documents disclosed by a disputant under this clause:
  - i. must be kept confidential; and
  - ii. may not be used except to attempt to resolve the dispute.

- (g) Each disputant must bear its own costs of complying with this clause and the disputants must bear equally the costs of any mediator engaged.
- (h) After the initial period, a disputant that has complied with clauses 14.5(a), (b) and (c) may terminate the dispute resolution process by giving notice to each other disputant.
- (i) If in relation to a dispute a disputant breaches any provision of clauses 14.5(a) to (f), each other disputant need not comply with clauses 14.5(a) to (f), in relation to that dispute.

**15. Severability**

- (a) As far as possible all provisions of this Lease must be construed so as not to be invalid, illegal or unenforceable.
- (b) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (c) If any provision cannot be read down, that provision will be void and severable and the remaining provisions of this Lease will not be affected.

**16. Entire Understanding**

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

**17. Organisations**

- (a) If any organisation ceases to exist, a reference to that organisation will be taken to be a reference to an organisation with similar objects to the original organisation nominated by the Lessor.
- (b) Reference to the president of an organisation will, in the absence of a president be read as a reference to any person fulfilling the duties of a president.

**18. Lessor's Consent**

Unless otherwise stated, if the Lessor's consent or approval is required:

- (a) the Lessor must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (b) the Lessor may require the Lessee to comply with any reasonable conditions before giving its consent; and
- (c) it is not effective unless in writing.

**19. Property Law Act**

The following sections of the *Property Law Act 1969* (WA) do not apply to this Lease:

- (a) Section 80; and
- (b) Section 82.

**Schedule 1 - Reference Schedule****1. Lessor**

Shire of Denmark  
of 953 South Coast Highway, Denmark, Western Australia

**2. Lessee**

Denmark Community Resource Centre Incorporated  
of PO Box 293, Denmark, Western Australia

**3. Land**

Lot 228 on Deposited Plan 217468 in Certificate of Title Volume 2914 Folio 172.

**4. Premises**

Portions of Lot 228 on Deposited Plan 217468 in Certificate of Title Volume 2914 Folio 172, as shown in yellow in Appendices 1 and 2 and in purple in Appendix 3.

**5. Term****5.1 Period**

5 years 0 months

**5.2 Commencing Date**

XXX

**5.3 Termination Date**

XXX

**6. Further term****6.1 Period**

5 years 0 months

**6.2 Commencing Date**

XXX

**7. Rent**

\$1 per annum (plus GST)

**8. Permitted Use**

To use the Leased Premises only for the purpose of carrying on in a proper manner the objects of the Lessee as set out in its constitution of Articles of Association.

No part of the premises shall, at any time, be used for short, medium or long term accommodation.

**9. Lessor's Property**

Nil

## **10. Special conditions**

The following special conditions (if any) form part of this Lease and in the event of any inconsistency between the foregoing provisions of this Lease and the special conditions, the special conditions prevail:

### **10.1 Inspection by Lessor's building surveyor**

The Lessor's Principal Building Surveyor will, at least on an annual basis, inspect the Premises and Land to determine the state of maintenance in accordance with the Lease and to determine the priority for future and long term maintenance to be undertaken by the Lessee in conjunction with the Lessor.

### **10.2 Contribution to maintenance**

Reflecting the non exclusive club use and fact that the Lessee manages the buildings for wider community benefit, the Lessor shall annually (subject to annual budget considerations) contribute not less than \$2,000 towards the maintenance of the Leased Premises upon receipt of a Tax Invoice from the Lessee.

### **10.3 Rates Concession**

Council will annually consider the provision of a concession to the value of the local government rates levied with respect to the property, noting that the Lessee is required to meet any costs applicable to the property relating to any other rates and taxes including, but not limited to, the Emergency Services Levy and refuse charges.

### **10.4 Community Use of Building**

The Lessee acknowledges that the intent of the Morgan Richards Community Centre building is for a vibrant and active community space that reflects, facilitates and responds to the values and changing needs of the Denmark community and community groups, with the predominant use of the facility being for not-for-profit community activities.

An appropriate "user pay" fee structure should be applied for community users.

### **10.5 Incidental Commercial Use**

Where incidental use of the facility involves commercial (profit to an individual or business):

- a) The uses are infrequent and minor and/or of a business incubator environment;
- b) Where such uses are more regular and/or ongoing (extends more than one year), the rent, fees and charges are structured to ensure that the Council is not seen as providing an unfair or subsidised facility that competes with private enterprise.
- c) An appropriate commercial fee structure should be considered by the Lessee.

### **10.6 Communication and Dispute Resolution between Users**

The Lessee will adopt a "user group" consultative approach to communication or dispute resolution between users to guide the Lessee as the overall facility manager. If deemed appropriate the Lessee may request a representative of the Lessor to be a member of such user group. Any Shire representative will be nominated by the CEO.

### **10.7 Grounds Maintenance**

The Lessee is responsible for maintaining all gardens within 5 metres of the building perimeter with the exception of the northern and southern courtyard areas.

The Lessor is responsible for maintaining all other external pedestrian and vehicular surfaces adjacent to the buildings outside of the 5 metre perimeter.



**10.8 Contribution to Original Refurbishment (2015)**

The Lessor acknowledges that the Lessee contributed \$285,000, including grant funding from the Department of Regional Development of \$179,000, towards the cost of refurbishing and repurposing the buildings, from the former Denmark Hospital to the Morgan Richards Community Centre.

**10.9 Community Garden & Memorandum of Understanding with Green Skills Inc.**

The Lessor acknowledges the Council's approval in 2018 for the Lessee to enter into a Memorandum of Understanding (MOU) with Green Skills Inc. for the purposes of maintaining a community garden in the area shown in Appendix 3. The Lessee acknowledges that any changes to the MOU are to be approved by the CEO.

DRAFT

ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR/LESSORS SIGNS HERE (NOTE 9)

The Common Seal of  
**Shire of Denmark**  
was hereunto affixed in the  
presence of:

Affix Seal Here

\_\_\_\_\_  
Shire President

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

LESSEE/LESSEES SIGNS HERE (NOTE 9)

**Executed by Denmark Community Resource Centre Incorporated (A1004269B)**  
in accordance with section 127 of the Corporations Act 2001:

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary or Treasurer  
(strike through the office that does not apply)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed** in the presence of: }

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Occupation

**Appendix 1 – Portion of Lot 228 on the plan below and shaded yellow**

**Appendix 2 – Two sheds (numbered 1 & 2 on the plan below and shaded yellow)**

**Appendix 3 – Community Garden area on the plan below and shaded purple**

