

Temporary Lease – Swimming Pool Kiosk

MEMORANDUM OF AGREEMENT made this day of 2019.

BETWEEN the **GREATER HUME SHIRE COUNCIL** of 39 Young Street Holbrook, New South Wales (herein referred to as the "Council")

AND

Of

WHEREAS the Council hereby permits the tenant to occupy and peaceably enjoy premises described below, subject to the following terms and conditions:

1. THE PROPERTY

The subject premises are described as Pool Kiosk at:

.....
.....

2. THE PERIOD OF THIS AGREEMENT

The term of this agreement will be for the 2019/20 swimming season commencing on _____ November 2019 and terminating at the end of the swim season.

3. RENTAL

The tenant shall be permitted to occupy the premises free of rent.

4. USE OF THE PREMISES

- 4.1 The tenant shall not use the premises for any purpose other than a kiosk for the sale of refreshments and cooked foods without the prior consent of Council.
- 4.2 The tenant shall not make any alterations or additions to the premises without the prior consent of Council.

5. CONDITION AND REPAIRS

- 5.1 The Council must maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and the floors of the property and must fix structural defects.
- 5.2 The tenant does not have to:
 - 5.2.1 alter or improve the property; or
 - 5.2.2 repair fair wear and tear; or
 - 5.2.3 fix structural defects. However the tenant shall reimburse the Council for the cost of structural damage caused by the tenant apart from fair wear and tear.

6. INSURANCE AND DAMAGE

- 6.1 The Council shall keep current an insurance policy covering the replacement value of the building of which the premises form a part excluding the contents owned by the tenant.
- 6.2 The tenant shall keep current an insurance policy covering liability to the public for an amount of not less than \$20,000,000 for each accident or event. The Council shall reimburse the cost of the insurance to the tenant upon provision of Certificate of Currency to Council.

7. ACCESS

The tenant must give the Council, or anyone authorised in writing by the Council, access to the property at any reasonable time for the purpose of inspecting the condition of the property, or how it is being used, viewing the property with a prospective tenant or purchaser, or carrying out any repairs to the premises.

8. TRANSFER AND SUB-LETTING

The tenant's right to occupy the premises conferred by this agreement must not be transferred without the prior consent of Council.

9. COUNCIL'S OTHER OBLIGATIONS

- 9.1 The Council must pay local government rates and charges, all utility charges, including telephone, gas and electricity.
- 9.2 So long as the tenant do all the things that must be done by them under this agreement the Council must allow the tenant to occupy and use the premises in any way permitted under this agreement without interference from Council.

10. TENANTS' OTHER OBLIGATIONS

- 10.1 The tenant must:
 - 10.1.1 Keep the property clean and dispose of waste properly.
 - 10.1.2 Agree to abide by the Council's policy of no smoking and drug and alcohol policies in any Council facility or on any Council campus, except in designated outdoor smoking areas.
 - 10.1.3 Assist lifeguard with collection of Pool entry fees.
 - 10.1.4 Keep premises locked at all times when not present and turn off all lights and electrical appliances not in use.
- 10.2 The tenant must not:
 - 10.2.1 Do anything that might invalidate any insurance policy covering the property or that might increase the premium.
 - 10.2.2 Use the property as a residence or for any activity that is dangerous or offensive.
 - 10.2.3 Display signs or advertising on the outside of the property without the prior consent of Council.
 - 10.2.4 Sell or distribute Bubble Gum or Chewing Gum.
 - 10.2.5 Sell or distribute refreshments in glass containers.
 - 10.2.6 Obtain relevant food handling certificate

11. END OF AGREEMENT AND RETURN OF THE PROPERTY

- 11.1 This agreement expires at the end of the advertised Pool season; or if the Council lawfully enters and takes possession of the property or any part of the property; or if the Council lawfully demand possession of the property.
- 11.2 The Council can enter and take possession of the property or demand possession of the property if:
 - 11.2.1 the tenant has repudiated the agreement;
 - 11.2.2 the tenant have not complied with any term of the agreement and the Council has given at least fourteen (14) days written notice of its intention to end the agreement.
- 11.3 When the term of this agreement ends, unless the tenant become a tenant of the property under a new agreement, the tenant must return the property to the Council in the state and condition that the agreement requires the tenant to keep it in; have removed any goods and anything that the tenant fixed to the property and have made good any damage caused by the removal.
- 11.4 Anything not removed becomes the property of the Council who can keep it or remove it and dispose of it and charge the tenant the cost of removal and making good, and cost of the disposal.

- 11.5 Notwithstanding Clauses 11.1 and 11.2 the Agreement may be terminated by either party upon giving one (1) month written notice.
- 11.6 Either the Council or the tenant can end the monthly tenancy by giving at any time one month's written notice to the other and anything the tenant must do by the end of this agreement must be done by the end of the monthly tenancy.
- 11.7 An inspection of the premises will be done at the start of the lease noting the condition of the canteen area and associated electrical goods and furniture.
A bond of \$300.00 is payable to council at the start of the lease and is refunded after a satisfactory inspection of the canteen at the end of the season.

EXECUTED as an agreement

SIGNED for and on behalf of **GREATER HUME SHIRE COUNCIL**

In the presence of:

Signature of Witness

Signature - Council

Name of witness (print)

SIGNED for and on behalf of (the Lessee)

In the presence of:

Signature of Witness

Signature - Lessee

Name of Witness (print)