

SERVICE AGREEMENT OF PACIFIC SURF LIFE SAVING CLUB INC

Agreement to share space

This agreement was entered into on 31 May 2015 between Pacific Surf Life Saving Club Inc. (Club), of 1291 Gold Coast Highway Palm Beach QLD 4221, referred to as "owner," and Pacific Surf Life Saving Supporters Club Inc (Association), of 1291 Gold Coast Highway, Palm Beach QLD 4221, referred to as "supporters."

RECITALS

The parties recite and declare:

1. The owner (club) is the sole owner of the unencumbered property located at 1291 Gold Coast Highway, Palm Beach QLD 4221.
2. The supporters (association) desire to share use of a space in the geographical area in which the building is located.
3. The parties desire to enter a shared space partner agreement defining rights, duties, and liabilities of the parties.
4. In consideration of the mutual covenants contained in this shared partner agreement, the parties agree as follows:

SECTION ONE - DESCRIPTION OF PREMISES

1. The owner owns a building consisting of two (2) floors (ground and first floor).
2. Owner shall demise to share the first floor function room of the building only. See attachment A (floor plan of the first floor function room amenities and room opposite amenities).

SECTION TWO - PURPOSE OF THE SHARED SPACE

1. The premises demised under this agreement are to be used by the supporters in the conduct of the business of Pacific Surf Life Saving Supporters Club Inc and all tasks related to their business operations.
2. The supporters shall not use the premises for any illegal, immoral, or ultra-hazardous activity, whether within or outside the scope of the business operations.

SECTION THREE -TERM OF SHARED SPACE AGREEMENT

The term of this agreement shall be for a period of three years, commencing on 31 May 2015, and terminating on 31 May 2018, unless earlier terminated by breach of the terms and conditions of this agreement or as provided in Sections Seven or Sixteen.

A review of the operations and compliance with this agreement will occur bi- annually on or about the 31 October and 30 April each year or as required with agreement between the two entities.

SECTION FOUR – MONTHLY AND BI-ANNUAL CONTRIBUTIONS

The supporters shall pay to the owner a monthly contribution of \$500.00 per month, payable, on the first day of each month continuing each month thereafter during the term of this agreement. The monthly contribution is to be reviewed on cessation of this agreement.

The supporters will distribute to the owner a minimum eighty percent (80%) of the net income bi- annually on or before the 31 October and 30 April each year excluding the funds held as security/deposits and outstanding invoices.

SECTION FIVE - SERVICES AND UTILITIES

The owner shall furnish all rates, water, gas, electricity, telephone and internet supporters at the expense of owner in return for the monthly contribution indicated above.

Supporters shall obtain and pay the expense of all cleaning services and pest control required on the shared premises.

SECTION SIX - ACCIDENTAL DAMAGE OR INJURY

The Supporters Club shall ensure that all appropriate insurances are in place for any non standard activity that may not be included in the standard insurance policy.

SECTION SEVEN - COMPLIANCE WITH ORIGINAL AGREEMENT AND LAWS

The supporters club shall not cause or allow any undue waste on the shared premises and shall comply with all applicable laws and ordinances respecting the use and occupancy of the premises relating to matters not covered elsewhere in this agreement, provided that supporters shall not be required to make any alterations, additions, or improvements to the shared premises in order to conform with this agreement.

Agreement of Pacific SLSC & Pacific Supports Share Space 31.05.2015 to 31.03.2018

The supporters shall perform and observe the terms and conditions to be performed on the part of the shared partner under the provisions of the original agreement between Surf Club and Supporters Club, excepting the covenant for the payment of rent reserved thereby, and to indemnify the surf Club against any and all claims, damages, costs, and expenses in respect to the nonperformance or nonobservance of any such terms or conditions.

SECTION EIGHT - REPAIRS

The owner, unless specified to the contrary in this agreement, shall maintain the shared premises in good repair and tenantable condition during the continuance of this agreement, except in case of damage arising from acts or negligence of the Supporters Club or their agents.

SECTION NINE - ALTERATIONS, ADDITIONS, OR IMPROVEMENTS

The Supporters Club shall not make any alterations, additions, or improvements on or to the shared premises without first obtaining the written consent of the owner. All alterations, additions, and improvements that shall be made shall be at the sole expense of Supporters Club and shall become the property of the owner and shall remain on and be surrendered with the shared premises as a part of them at the termination of this agreement without disturbance, molestation, or injury.

SECTION TEN - DEBTS

The Supporters Club shall keep the demised premises free and clear of all debts arising out of any work performed, materials furnished, or obligations incurred by the Supporters Club.

SECTION ELEVEN - ACCESS TO PREMISES

The Supporters Club shall allow the owner or the agents or employees of either the free access to the shared premises at all reasonable times for the purpose of inspecting or of making repairs, additions, or alterations to the premises or any property owned by or under the control of either party.

The Supporters Club will ensure that only limited members of the Pacific SLS Supporters Committee have access to the premises. The list of committee members with access is to be advised to the owner. The SLSC President and Clubhouse Director, will retain a key to access the shared premises at all times.

SECTION TWELVE - ADVERTISEMENTS

All signs or symbols placed in the windows or doors of the share premises, or on any exterior part of the building by the Supporters Club, shall be subject to the approval of the owner. If Supporters Club place signs or symbols on the exterior of the building or in the windows or doors where they are visible from the street that are not satisfactory to the owner, the owner may immediately demand the removal of the signs or symbols. Any signs so placed on the premises shall be so placed on the understanding and agreement that Supporters Club shall remove these signs or symbols at the termination of the agreement and repair any damage or injury to the premises caused thereby. If not so removed by the Supporters Club, then Surf Club may have the signs or symbols removed at the expense of the Supporters Club.

SECTION THIRTEEN - SALES, ASSIGNMENTS, AND PARTNERSHIPS

1. The Supporters Club shall not assign this agreement, or sell or sublet the shared premises, or any part of or interest in them, without the prior, express, and written consent of owner.
2. This agreement shall not be assigned by operation of law.
3. If consent is once given by the owner to the assignment of this agreement or any interest in this agreement, the Supporters Club shall not be barred from subsequently refusing to consent to any further assignment or agreement.
4. Any attempt to sell, assign, or sublet without the consent of the owner, shall be deemed a default by the Supporters Club, entitling the Surf Club to reenter pursuant to Section Nineteen if the owner so elects.

SECTION FOURTEEN - QUIET ENJOYMENT

If the Supporters Club performs the terms of this agreement, the owner will warrant and defend the Supporters Club in the enjoyment and peaceful possession of the demised premises during the term of this agreement without any interruption by the owner or either of them or any person rightfully claiming under either of them.

SECTION SIXTEEN - CONDEMNATION

1. If the demised premises or any part of the demised premises are appropriated or taken for any public use by virtue of eminent domain or condemnation proceedings, or if by reason of law, ordinance, or court decree, whether by consent or otherwise, the use of the demised premises by the Supporters Club for any of the specific purposes referred to in this partnership agreement shall

be prohibited, the Supporters Club shall have the right to terminate this agreement on written notice to the owner, and rental shall be paid only to the time when the Supporters club surrenders possession of the shared space.

2. In the event of partial appropriation, the Supporters Club may elect to continue in possession of that part of the demised premises not so appropriated under the same terms and conditions of this agreement, except that in those cases the Supporters Club shall be entitled to an equitable reduction of the rental payment under this agreement.
3. Any rental paid in advance beyond the time that the property has been taken from the Supporters Club shall be returned by the Surf Club to the Supporters Club on demand.
4. The Supporters Club does not waive any right to recover from the condemnation authority for any damage that may be suffered by the Supporters Club by reason of any condemnation.

SECTION SIXTEEN - OPTION TO RENEW

Subject to the receipt by the owner of an extension of the original agreement for a sufficient duration to include this renewal, at any time before the commencement of the last calendar month of the first term of this agreement, the Supporters Club is granted the option and privilege of extending and renewing the term of this agreement for an additional two year period at an annual rental to be agreed on or arbitrated as provided in this agreement.

SECTION SEVENTEEN - DEFAULT OF THE SUPPORTERS CLUB

1. If any rents reserved, or any part of them, shall be and remain unpaid when they shall become due, or if the Supporters Club violates or defaults in any of the provisions of this partnership agreement, then the Surf Club may cancel this agreement by giving the required notice.
2. The liability of the Supporters Club for the rent shall not be extinguished for the balance of the term of this agreement, and the Supporters Club shall make good to the Surf Club any deficiency arising from a reentry and re-letting of the demised premises at a reduced rental.
3. The Supporters Club shall pay any deficiency on the first day of each month immediately following the month in which the amount of deficiency is ascertained by the Surf Club.

SECTION EIGHTEEN - INSOLVENCY OR BANKRUPTCY

If the Supporters Club becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of the Supporters Club, then the Surf Club may terminate this agreement at the option of the Surf Club.

SECTION NINETEEN - WAIVER OF BREACH

The waiving of any of the provisions of this agreement by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the same or any other terms of this agreement.

SECTION TWENTY - TERMINATION AND SURRENDER

1. The Supporters Club shall surrender the demised premises within thirty (30) days from receipt of notice of termination of this agreement, or on the last day of the term of this agreement.
2. The Supporters Club shall, at the expiration of this agreement, surrender the keys to the demised premises to the owner.
3. If the Supporters Club shall surrender the demised premises at the election of the Supporters Club, the liability for all duties and obligations required of the Supporters Club shall continue until the surrender has been accepted by the Surf Club in writing.

SECTION TWENTY ONE - REMOVAL OF PERSONAL PROPERTY

1. All property purchases in the duration of this agreement remains the property of Pacific Surf Life Saving Club Incorporated and no items are to be removed on the termination of this agreement
2. All holes or damages to the building or the demised premises caused by removal of any items shall be restored or repaired by the Supporters Club promptly.

SECTION TWENTY-TWO - HOLDING OVER

1. Any holding over at the expiration of this agreement with the consent of owner shall be on a month-to-month basis, which tenancy may thereafter be terminated as provided by the laws of Queensland.

2. During any holdover tenancy, the Supporters Club shall pay the same rate of rental on a monthly basis as is in effect at the time of the termination of this partnership agreement and shall be bound by all the terms and conditions of this partnership agreement.

SECTION TWENTY-THREE - NOTICES

Except where otherwise required by statute, all notices given pursuant to the provisions of this partnership agreement may be sent by certified mail, postage prepaid, or e-mail to the last known mailing address of the party for whom the notice is intended.

SECTION TWENTY FOUR - ARBITRATION

If any controversy develops that is to be submitted to arbitration according to the terms of this agreement, it shall be arbitrated in accordance with the arbitration laws of Queensland.

SECTION TWENTY FIVE - COSTS OF LITIGATION

If any legal action is instituted to enforce this agreement, or any part of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party.

SECTION TWENTY SIX - ACKNOWLEDGMENT BY OWNER

This agreement is made with the full knowledge and agreement of the owner of the premises, and owner accepts this agreement but retains all rights to disapprove any future partnership between the Surf Club and the Supporters Club or between the Surf Club and any other party.

SECTION TWENTY SEVEN - GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Queensland.

SECTION TWENTY EIGHT - PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness, each party to this agreement has caused it to be executed at Pacific Surf Life Saving Club Incorporated on the date indicated below.

Agreement of Pacific SLSC & Pacific Supports Share Space 31.05.2015 to 31.03.2018



Signature President – Pacific Surf Life Saving Club Inc

Kevin Schofield
Print Name

1-6-15

Date



Signature President – Pacific Surf Life Saving Supporters Club Inc

Gordon Grant
Print Name

1/6/15

Date

Original Agreement: 28 /04 /2013

2nd Agreement 31/05/2015

Operational Review of Agreement: on or before the 31 October & 30 April each year.
(this coincides with the transfer of funds from the supporters club to the Surf Life Saving Club)