



ADVERTISEMENT DEVICE AGREEMENT

Shire of Wongan Ballidu

and

CADOUX TRADERS

**Commencing
31 MAY 2023**

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1.0 AGREEMENT

This document represents a 'Advertisement Device Agreement' made between **the Shire of Wongan Ballidu** of Post Office Box 84, Wongan Hills, Western Australia, 6603 ("the Shire")

AND ("the **Organisation**") **Cadoux Traders** 50 King Street, Cadoux WA 6466

Addressing the proportioned responsibility for the '**erection and ongoing maintenance**' of three Advertisement Devices located on Shire Road Reserve including Dowerin-Kalannie Road and Cadoux-Koorda Road the premises subject to the agreed terms contained in this Agreement.

2.0 INTERPRETATION

Definition used in this Agreement,

"Road Reserve" means an area of land set aside for potential road construction, on which building is not allowed.

"Advertisement Device" a structure or device, which is visible from a road or other public place, which conveys information or directions of any kind.

"Organisation" means the body who by this Agreement undertakes to manage the 'erection and on-going maintenance of the signage.

3.0 ROAD RESERVE

3.1 PERMITTED USAGE

By this Agreement the Organisation is permitted to; use the Road Reserve of Dowerin-Kalannie Road and Cadoux Koorda Road to erect three Advertisement Devices.

3.2 NOT PERMITTED USAGE

The Organisation is not permitted to;

3.2.1 Display

Erect advertising displays that have the potential to unduly distract drivers due to their design form, orientation or physical size, or iridescence, lustre, or brilliance of reflected light, shall not be permitted. Assessment shall be undertaken subjectively. Advertising signs likely to dazzle or distract drivers due to their brightness, high light emissions and/or frequent flashing, shall not be permitted.

Advertising displays that could create a confusing or dominating background, which have the potential to reduce the clarity of a traffic control device or the readability of the road layout, shall not be permitted. Assessment shall be undertaken subjectively.

3.2.2 Location

Advertisement Devices shall not be located within Device Restriction Areas as depicted in Figure 1 of Appendix A for Shire roads.

Advertisement Devices shall not be positioned within driver sightline areas.

3.2.3 Content

The content of advertising devices shall exclude the following:

Colours and shapes arranged that may be mistaken for a traffic signals, traffic signs or instruction signs.

Symbols, graphics, or text that entices drivers to immediately turn or change lanes, or which could be mistaken for an instruction to drivers.

Complicated / long website, social media or email addresses, and text messaging instructions.

Stopping sight distance has been adopted as underpinning rationale in the determination of the restriction distance applicable to advertising devices located near a known conflict point on Shire controlled roads.

The distances 'd' in Table 3.2 have been extrapolated to stopping sight distances taking into account slope and vehicle type and are based purely on the speed limit. Therefore, no further adjustments to the distances are required.

Speed Limit (km/h)	Distance 'd' (m)	0.6V (m)
50 or less	45	30
60	65	36
70	85	42
80	110	48
90	140	54
100	170	60
110	210	66

Table 3.2 – Distance 'd' for use with Device Restriction Area drawings in Appendix A

4.0 SHIRE TERMS

NIL

5.0 ORGANISATIONS TERMS

By the terms of this Agreement, the Organisation will undertake;

5.1 Public Liability

The owner of an advertising device located within a Shire road reserve shall, in respect to that device, effect and maintain a public liability insurance policy with a reputable insurer.

The owner must effect to the satisfaction of the CEO and maintain insurance for not less than the applicable minimum insurance amount stated below per event, which covers claims in respect of:

- (a) Loss of, or damage to, or loss of use of, any real or personal property; and
- (b) The personal injury, disease or illness to, or death of any person arising out of the erection, or existence or operation of the advertising device.

5.1.2 Minimum insurance amounts

Business Sign - \$1,000,000 (one million dollars)

5.1.3 Date of Insurance

The owner of the advertising device must ensure that the insurance referred to above to be effected and maintained is in force on the date of the erection of the advertising device and is maintained during the existence or operation of the approved advertising device.

5.1.4 Evidence of Insurance

The owner of the advertising device shall provide the Commissioner of Main Roads with evidence of such insurance as required.

5.2 Indemnity

The owner of an advertising device located within a Shire road reserve is required to indemnify and keep indemnified the CEO, his servants and agents against any claim or proceeding (and any costs and expenses incurred as a result) that may be made or brought by any person or corporation against the CEO of the Shire of Wongan-Ballidu, his servants and agents, arising out of the erection, or existence or operation of the advertising device.

5.3 Alterations and Additions

The Organisation will not erect or alter any structure without prior written consent of the Council.

Any consent granted for alterations and/or additions will be under the direct supervision and to the satisfaction of the Shire's Manager of Works and Services.

5.4 Design, Construction and Maintenance

Supporting structures assessed to be susceptible to being struck by an errant vehicle should be of a suitable frangible design and/or protected by a suitably designed, constructed and maintained impact absorbing vehicle barrier or vehicle arrestor bed, all contained outside the road reserve.

Advertisement Devices are to be erected as per specification outlined in Drawing 1.0 "Direct Buried CHS Post (Non-Frangible) Detail" in Appendix 1.

Vegetation within the road reserve shall not be removed or trimmed to improve the visibility of an advertising sign.

Removal of graffiti and rectification of any sign damage, on any part of the sign structure, should be arranged promptly by the sign owner.

6.0 NOTICES

Any notice between the parties to this Agreement, shall be sufficiently served if sent to it by post to the address hereinbefore mentioned or last known and shall be deemed to have been served on the day on which it would in the ordinary course of post reach the address to which it was sent.

7.0 FINANCIAL CONSIDERATION

Under the terms of this Agreement there is no financial consideration payable to Cadoux Traders.

8.0 TERMINATION OF AGREEMENT

Reflecting the nature of this Agreement, this agreement will expire on the date as provided for within the schedules.

If the Organisation seeks to renew the term the Organisation will give the Shire notice in writing not earlier than six months but no later than three months prior to the expiration of this agreement.

Accordingly, should the Shire wish to terminate this agreement for any reason whatsoever the Shire will give notice in writing not earlier than 6 months but no later than three months prior to the expiration of this agreement.

9.0 DISPUTES

Given the nature of this agreement, dispute, or difference between the parties, shall be addressed through consultation between the parties.

10.0 SCHEDULES

10.1 Description of Location

Shire of Wongan-Ballidu Road Reserve:

SLK 4.0 Dowerin-Kalannie Road

SLK 4.8 Dowerin-Kalannie Road

SLK 0.3 Cadoux-Koorda Road

10.2 – Purpose for which Location to be used

Erection of Business Signs

10.3 – Term

20 Year Review

Date of Commencement – 31 May 2023

Date of Expiry – 31 May 2043

10.4 – Rent

NIL

10.5 – Business Name

Cadoux Traders

10.6 – Public Risk Insurance

Minimum \$1,000,000

10.7 – Address for Service

Shire of Wongan Ballidu

P.O. Box 84

Wongan Hills WA 6603

Email shire@wongan.wa.gov.au

10.8 – Equipment

Three No Buisness Signs

11.0 EXECUTION

The Signatures of the Shire of
Wongan Ballidu's President and Chief
Executive Officer were hereunto affixed
by authority of a resolution of the Council:

.....

President (Shire)

Cr Mandy Stephenson

.....

Chief Executive Officer

Mr Stuart Taylor

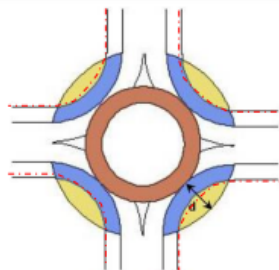
The Signatures of the Organisations
office bearers were hereunto affixed
pursuant to a resolution of the Committee:

.....

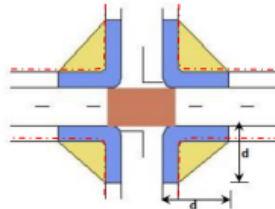
(Organisation)

Drawing 1.0 - Direct Buried CHS Post (Non-Frangible) Detail

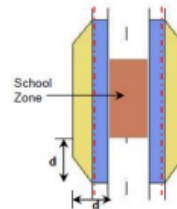




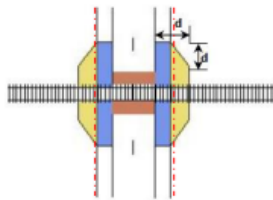
1. Roundabout
* See note below



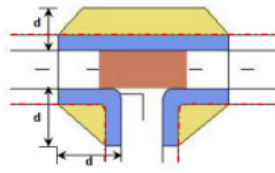
2. Cross Road
* See note below



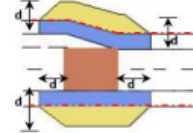
3. School Zone



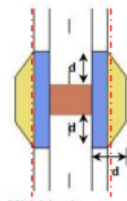
4. Railway Crossing



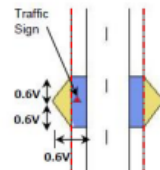
5. 'T' Intersection
* See note below



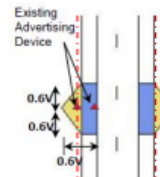
6. Terminating Lane



7. Mid-block
Pedestrian crossing



8. Traffic Sign
* See note below



9. Other Advertising
Sign (within or outside
the road reserve)



Conflict Area – Area where conflicts may occur with other road users.



Device Restriction Area – Within the road reserve.



Device Restriction Area – Outside the road reserve.

d

Device Restriction Distance (m)
(refer to Table 3.1).

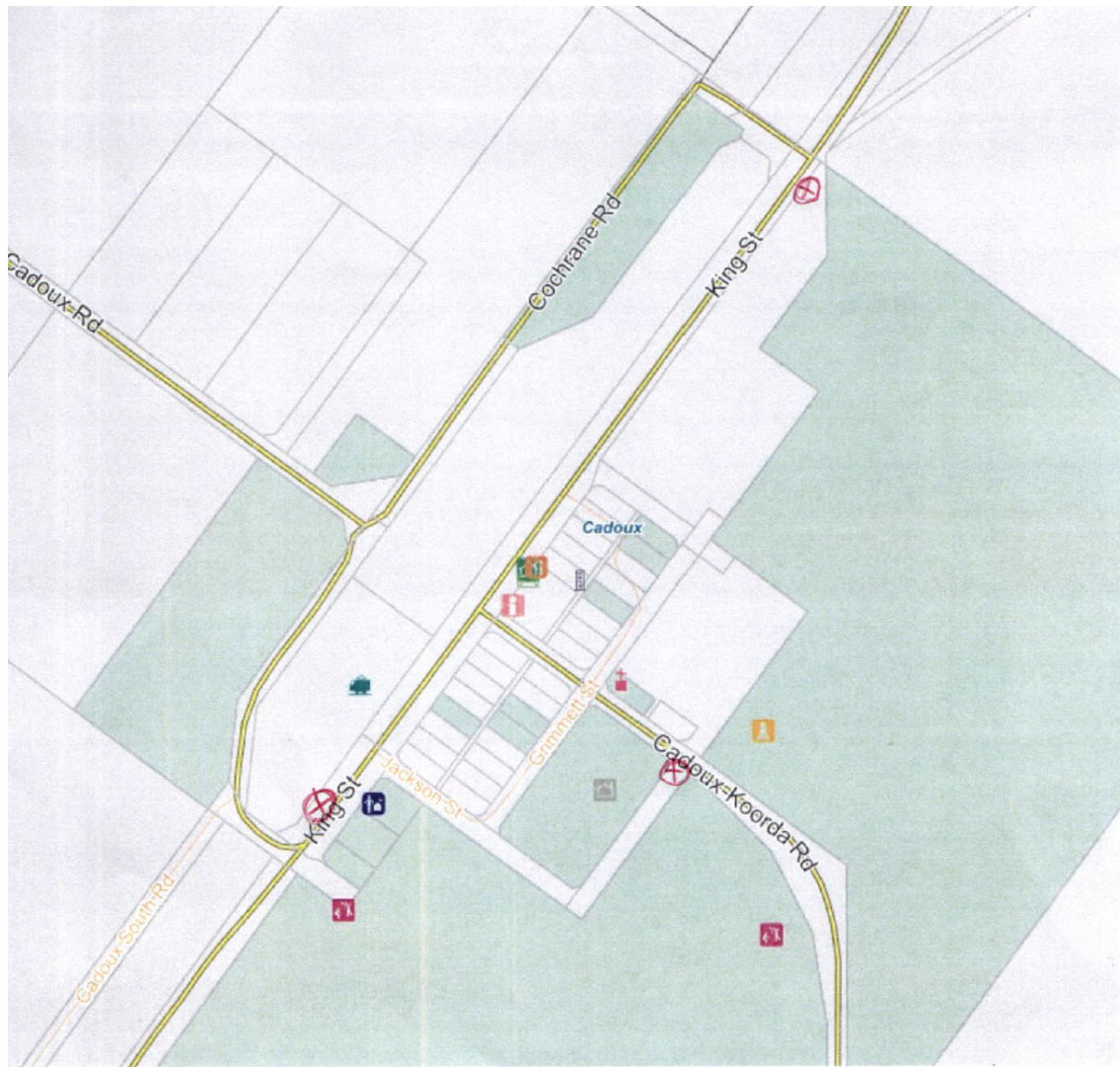
0.6V

Device Restriction Distance (m)
(refer to Table 3.1).



Property boundary.

*** Note:** Will be subject to general road safety principles and risk mitigations assessed on a case by case basis



⊗ Proposed sign position





DELTA



AGRIBUSINESS

ICE

GAS

COFFEE

ALCOHOL

COLD DRINKS

TAKEAWAY FOOD

RETICULATION & WATER

FINANCE & INSURANCE

POSTAL AGENCY

FARM SUPPLIES

GROCERIES

HARDWARE



MANAGEMENT AGREEMENT

Shire of Wongan-Ballidu

and

Geoff Chambon

Commencing

1 July 2023

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1.0 AGREEMENT

This document represents an informal 'Management Agreement' made BETWEEN THE **SHIRE OF Wongan Ballidu** of Post Office Box 84, Wongan Hills, Western Australia, 6603 ("the Shire")

AND ("the **Lessee**") Mr Geoff Chambon

Addressing the proportioned responsibility for the '**day-to-day management**' of the Premises and the **equipment** of the Shire (located at the premises) to the Organisation for a period, subject to the agreed terms contained in this Agreement.

2.0 INTERPRETATION

Definition used in this Agreement,

"Equipment" means the items of equipment listed in Schedule 10.8 and each of them;

"Organisation" means the body who by this Agreement undertakes to manage the 'day-to-day' operation of Premises for private use;

"Premises" means the land described in Schedule 10.1, together with all buildings and improvements thereon or hereafter erected thereon;

"Shire" includes its successors and the reversioner for the time being immediately expectant upon the term created by this Agreement;

"Plan" means any plan annexed to this Agreement;

"Land" means the land or portion thereof that is owned by the Shire.

"Building" means the building that is constructed on Shire Land.

"Schedules" The included Schedules form part of this Agreement.

3.0 PREMISES USAGE

3.1 PERMITTED USE

By this Agreement the lessee is permitted to;

- use the land to construct a structure for the purpose and use as an Aircraft hangar.

3.2 NOT PERMITTED USE

The Lessee is not permitted to;

- Use the premises or to permit them to be used for any purpose whatsoever other than for the purposes and objects for which the Shire as specified in Schedule 10.2.
- The lessee will not permit to exhibit or affix to or upon any part of the premises, any placard, poster, sign, board or other advertisement unless first liaising with the Shire to determine if there are any statutory approvals required. i.e. Local Planning or Building Licence Requirements.
- Not to sell or dispense alcohol from the premises without a current licence obtained and the prior written consent of the Shire's Chief Executive Officer and Director of Liquor Licensing and compliance with all terms and conditions imposed.

- Not to permit any person to live on the premises or use the premises as living accommodation.

4.0 SHIRE TERMS

Under the terms of this Agreement the Shire agrees to;

4.1 Quiet Enjoyment

Grant the Lessee the peaceable enjoyment of the Premises without unreasonable interruption by the Shire or authorised officer, subject to the lessee observing to all terms and conditions upon which the Premises were granted to the Organisation.

4.2 Building Insurance

The Shire will keep insured all buildings and improvements, of an insurable nature, erected with the approval of the Shire on the Premises, under its 'Asset Register', against loss or damage by fire, storm, tempest, earthquake and any other normal insurable risks. The Shire will not be responsible for any excess as a result of a claim on insurances.

Where the Lessee can organise their own insurance that will provide the same adequate protection to the building as any insurance that can be provided by the Shire of Wongan Ballidu, the Lessee is required to insure the building and provide the Shire with an Insurance Certificate annually to provide evidence that the building is insured.

5.0 LESSEE TERMS

By the terms of this Agreement, the Lessee will undertake;

5.1 Public Liability (Use and Building coverage)

The Organisation is responsible for any 'Public Liability Claim' deriving from the use of the Premises and are therefore to insure and keep insured, with an insurance office approved by the Shire, a public risk policy for an amount of TWENTY MILLION DOLLARS (\$20,000,000).

The Organisation will deposit with the Shire, a renewed copy of the policy of insurance, within seven (7) days of the renewal and payment of premiums.

The Shire will keep Public Liability insurance on all buildings and improvements, of an insurable nature, erected with the approval of the Shire on the Premises.

Where the Lessee can organise their own insurance that will provide the same public liability protection to the building as any insurance that can be provided by the Shire of Wongan Ballidu, the Lessee is required to insure the building for public liability and provide the Shire with an Insurance Certificate annually to provide evidence that the building is insured for public liability.

5.2 Indemnity

The Organisation will indemnify and keep indemnified the Shire against any claim, demand, action, suit or proceeding that may be made or brought by any person, volunteer employee, contractor, sub-contractor, against the Shire, any staff member of the Shire or any agent of the Shire in respect of personal injury to, or the death of, any person whom-so-ever or loss or damage to any property whatsoever arising out of, or as a consequence of, the activities of the Lessee under this Agreement, and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding;

5.3 Alterations and Additions

The Lessee is not permitted to erect or alter any building or structure, including internal alterations, on the Premises without prior written consent of the Shire that is subject to the normal Statutory Approval processes.

The Lessee shall seek Shire approval to erect any structure upon the Land, of which the Shire will not unreasonably withhold consent.

5.4 Insurance of Assets of the Lessee

Any assets / equipment of the Lessee kept at the premises that are not included in schedule 10.8 will not be insured by the Shire. It is recommended therefore the Lessee insure and keep insured the assets against loss or damage by fire, storm, tempest, earthquake and any other risks.

5.5 Maintenance and Repair

The Lessee agrees to undertake all building maintenance and structural repair tasks, including but not limited to;

- All structural repairs, maintenance, Renewal and improvements to the grounds and buildings associated with the Aircraft Hangar.
- Repair/replace defective light globes and fittings (eg. covers) including flood lights, power points and switches, and faulty electrical wiring if and where installed.
- Repair/replace defective electrical appliances and fixtures, if and where installed.
- Repair/replace taps and washers, and damaged plumbing fixtures including hot water heaters, dishwashers etc) water supply or wastewater pipes if and where installed.
- Repair/replace refrigeration units (including freezers and cool rooms)where installed.
- Repair/replace gas fixtures and fittings (including gas stoves), if and where installed.
- Replace worn window treatments, fitted floor coverings, if and where installed.
- Repair/Replace door and window locks if and where installed.
- Maintain the premises guttering and stormwater system, in a clean condition, free of organic litter if and where installed.
- Maintain the internal and external painting of the Premises in good order.
- Replacement and maintenance of Air-conditioning systems if and where installed.
- Replacement and maintenance of reticulation services if and where installed

5.6 Vermin Control

The Lessor will maintain an ongoing trapping or baiting program as a control measure to prevent or eradicate vermin from the premises.

5.7 Fire Hazard Reduction Zone

The Lessor is to keep maintained around the Premises the prescribed 'Fire Hazard Reduction Zone', as determined by the Fire and Emergency Services Authority (FESA) or instructed by the Shire.

5.8 Emergency Exits and Procedures

The Lessor is to ensure all users of the Premises are made aware of the location of fire fighting equipment, emergency exits and assembly areas and of the need to ensure these emergency facilities are not obstructed.

5.9 Electricity, Water & Gas

The Lessee shall seek Shire approval before utilities are installed.

6.0 NOTICES

Any notice between the parties to this Agreement, shall be sufficiently served if sent to it by post to the address hereinbefore mentioned or last known and shall be deemed to have been served on the day on which it would in the ordinary course of post reach the address to which it was sent.

7.0 FINANCIAL CONSIDERATION FROM THE SHIRE

This section not applicable

8.0 EXPANSION OF SERVICES

This section not applicable

9.0 TERMINATION OF AGREEMENT

Reflecting the nature of this Agreement, this agreement will expire on the date as provided for within the schedules.

If the Lessor seeks to renew the term the Lessor will give the Shire notice in writing not earlier than six months but no later than three months prior to the expiration of this agreement.

The Hangar may be removed if the Agreement is not renewed.

10.0 DISPUTES

Given the nature of this agreement, dispute or difference between the parties, shall be addressed through consultation between the parties.

11.0 SCHEDULES

Schedule 11.1 – Description of Premises

Schedule 11.2 – Purpose for which Premises are to be used

Schedule 11.3 – Term

Schedule 11.4 – Rent

Schedule 11.5 – Business Name

Schedule 11.6 – Public Risk Insurance

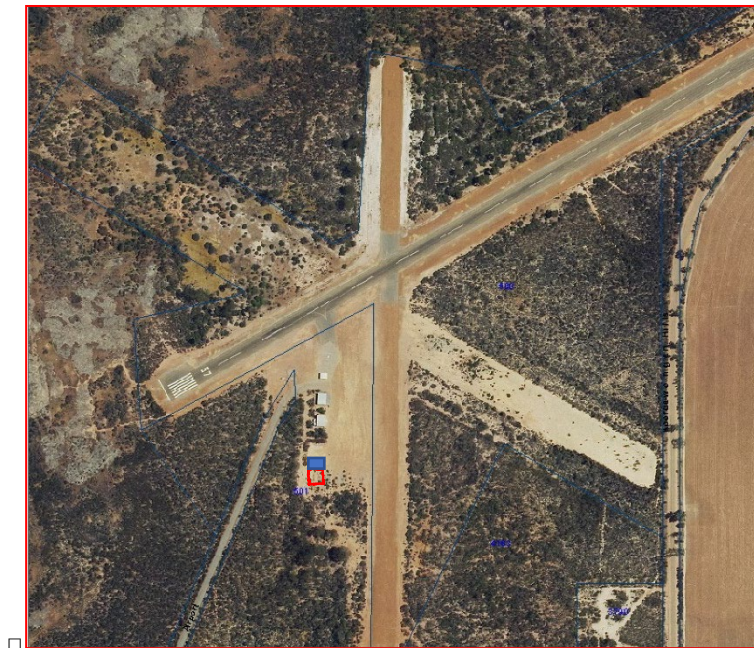
Schedule 11.7 – Address for Service

Schedule 11.8 – Equipment

SCHEDULES

11.1 – Description of Premises

Portion 24 Airport Road Wongan Hills (hangar depicted by blue square)



11.2 – Purpose for which Premises to be used

Aircraft Hangar

11.3 – Term

10 years

Date of Commencement – 1 July 2023

Date of Expiry – 30 June 2033

11.4 – Rent

Rent payable shall be \$TBA pa payable on demand by the Shire

11.5– Public Risk Insurance

Minimum \$20,000,000

11.6 – Address for Service

Shire of Wongan Ballidu
P.O. Box 84
Wongan Hills WA 6603

Email shire@wongan.wa.gov.au

Mr Geoff Chambon
Address TBA

11.8 – Equipment

Owned by the Shire – NIL

12.0 EXECUTION

The Signatures of the Shire of
Wongan Ballidu's President and Chief
Executive Officer were hereunto affixed
by authority of a resolution of the Council:

.....
President (Shire)
Cr Mandy Stephenson

.....
Chief Executive Officer
Mr Stuart Taylor

The Signatures of the Organisations
office bearers were hereunto affixed
pursuant to a resolution of the Committee:

.....
President (Organisation)

.....
Name of President (print)

.....
Secretary (Organisation)

.....
Name of Secretary (print)