

2005/2006 - 2009/2010
AGREEMENT FOR THE MAINTENANCE OF TURF CRICKET
WICKET FACILITIES

BETWEEN: City of Joondalup (the "City")
PO Box 21
JOONDALUP WA 6919

OF THE FIRST PART

AND: (Name of Club) (the "Club")
(Address of Club)
(Address of Club)

OF THE SECOND PART

INTENT OF AGREEMENT:

In return for financial assistance from the City of Joondalup (City), the (Name of Club) (Club) will undertake all responsibility for the management, maintenance and preparation of turf cricket wickets at (Name of Park, Suburb) from 1 October 2005 to 31 March 2010.

CONDITIONS OF THE AGREEMENT:

1.0 THE CLUB'S RESPONSIBILITIES

- 1.1 The Club will be responsible for the management, maintenance and preparation of the turf cricket wicket facilities at (Name of Park, Suburb), in accordance with current standards as set by the West Australian Cricket Association, for all scheduled matches, special matches, practice matches and casual matches that may be booked and for all out-of-season works.
- 1.2 The Club will be responsible for reinstatement of the turf wicket to a safe standard as set by the West Australian Cricket Association, in the event of deterioration to such facilities.
- 1.3 The Club is required to book (Name of Park) through the City's Community Development Services business unit, as per the standard season booking procedures. All intended usage must be booked, including training, match play and where practical, any scheduled maintenance.
- 1.4 The Club will notify the City of all out of season maintenance planned at (Name of Park) prior to any works commencing.
- 1.5 The Club will be responsible for all costs incurred in purchasing and maintaining equipment and plant associated with the maintenance of the

turf cricket wicket facilities.

- 1.6 The Club shall indemnify and keep indemnified the City (and make available where requested copies of current insurance certificates) against all claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the City may suffer or incur in connection with loss of life, personal injury or damage to property arising from, or out of, any occurrence in, upon, or at the turf cricket wicket facilities or the use by the Club of the turf cricket wicket facilities, or to any person or the property of any person using or entering or near any entrance to the turf cricket wicket facilities or occasioned (wheresoever it may occur) wholly or in part by an act, neglect, default or omission by the Club, its agents, contractors, servants, workmen, customers, members or any other persons using or upon the turf cricket wicket facilities with its consent or approval expressed or implied.
- 1.7 The City's name is to appear as an insured party on the club's current insurance certificate.
- 1.8 The Club must have a minimum \$10 million valid Public Liability Insurance policy and submit a copy of the policy to the City prior to the commencement of each season.
- 1.9 The Club will be responsible for acquisition/payment and safe storage of all consumable materials required for maintenance of the turf cricket wicket facility, including, but not limited to the following:
 - Seed and Turf Grasses
 - Whiting/Paint
 - Clay
 - Pesticides/Herbicides (as approved by the City)
 - Fertiliser
 - Fuel and Oil
 - Minor Tools
 - Major Equipment

2.0 THE CITY'S RESPONSIBILITIES

- 2.1 The City will furnish and maintain the reticulation to the turf cricket wicket facilities. Access to the reticulation controller by the turf curator for specific watering cycles will be provided.
- 2.2 The City will be responsible for all works associated with the upkeep and preparation of the "broad acre" grass areas. The "broad acre" area is considered to be approximately 25 metres outside the wicket area. All maintenance of the turf area inside this 25 metre radius will be the responsibility of the Club.
- 2.3 Inspections of the turf cricket wicket facilities at the reserve shall be carried out by officers of the City and Club representatives at the commencement of each summer season during the month of September.

The City may make random inspections at other times deemed appropriate. The City will carry out these inspections. Parties to this agreement will be notified if the condition of the turf cricket wicket facilities is deemed unsafe for play. In the event that the turf cricket wicket facilities are assessed as unsafe for play, the Club is responsible for all required work as specified under clause 1.1 and 1.2 of the Agreement.

- 2.4 The City may terminate the Agreement in the event of a failure by the Club to observe the conditions and responsibilities outlined in the agreement. Two (2) months written notice will be provided.
- 2.5 The City may cancel or restrict any access to (Name of Park) immediately, should the park be considered dangerous or inappropriate for use.
- 2.6 The City will review the operation of this Agreement and its procedures in May of each year.

3.0 FINANCIAL ARRANGEMENTS

- 3.1 The City will contribute (amount - \$) per annum fixed for 5-years, payable in October of each season, to the (Name of Club) to assist in the management, maintenance and preparation of the turf cricket wicket facilities at (Name of Park, Suburb).
- 3.2 The Club will establish a separate bank account for the contribution and submit an annual audited financial statement to the City.
- 3.3 The Club will be charged the standard Grassed Area - Low Maintenance hire rate per senior team, as per the City's Fees and Charges Schedule.
- 3.4 The Club is granted permission to enter in to a Usage Agreement with (Names of the other two (2) clubs with which the City has a Turf Wicket Agreement) for use of the turf wicket area for training or match play only for a period no longer than the term of this agreement.
- 3.5 Revenue raised through Usage Agreements will be considered income to the Club. All Usage Agreements are to be made by the groups in question, as the City will not negotiate on behalf of any party.
- 3.6 The City will manage all bookings for use of the turf cricket wicket facilities, after a successful Usage Agreement has been reached. All Usage Agreements must be reached prior to the commencement of the booking.

4.0 CASUAL BOOKINGS

- 4.1 The City will manage all booking requests for the use of turf cricket wicket facilities at (Name of Park, Suburb).
- 4.2 The City will consider booking requests from recognised cricket clubs and associations, schools participating in regional competitions and special groups.

- 4.3 Before a booking is confirmed, the City will contact the Club to ensure that preparation in good faith of the turf cricket wicket facility is possible within the given timeframes.
- 4.4 The City recognises that the most suitable days the Club to prepare turf cricket wickets are Mondays, Tuesdays and weekends when games are not scheduled.
- 4.5 The Club will prepare the turf cricket wicket facility at **(Name of Park, Suburb)** in good faith and in accordance with current standards as set by the West Australian Cricket Association.
- 4.6 Ground hire fees will be paid to the City of Joondalup and levied in accordance with the City of Joondalup's Schedule of Fees and Changes.

5.0 CHANGES TO CLUB COMPETITION GRADES

- 5.1 The Club will inform the City immediately in the event that there are changes to the competition grades in which the club participates.
- 5.2 Should the grades in which the Club participates fall and hence the requirement for turf cricket facilities is no longer applicable, the City reserves the right to review the agreement. In the event it is determined by the City that the requirement for turf cricket facilities is no longer applicable, the City may terminate the agreement

(Name of Club)

City of Joondalup

Name: _____

Name: _____

Position: _____

Position: _____

Signature: _____

Signature: _____

Date: _____

Date: _____