

SHIRE OF CUNDERDIN
AND
CUNDERDIN'S MEN SHED INC

MEMORANDUM OF UNDERSTANDING

TO UTILISE THE HOWARD BLYTH WORKSHOP FACILITY
LOCATED IN THE LIFESTYLE PAVILION
CUNDERDIN MUSEUM

1. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the following parties:

Shire of Cunderdin
37 Lundy Avenue Cunderdin
(Owners of Building and Property)

And

Cunderdin Men's Shed Inc
112 Forrest Street, Cunderdin
(Tenant of Howard Blythe Workshop)

2 BACKGROUND INFORMATION

- 2.1 The Land, being 112 Forrest Street, Cunderdin (Lot 418 on Plan 220560, also known as Reserve 31433) is owned by the State of Western Australia, with a Management Order to both the National Trust of Australia (WA) and the Shire of Cunderdin.
- 2.2 The purpose of the Memorandum of Understanding is to regulate the occupation and use of the Howard Blyth Workshop, located within the Cunderdin Museum at 112 Forrest Street, Cunderdin.
- 2.3 The agreement of the Memorandum of Understanding relates only to the Howard Blyth Workshop located in the Lifestyle Pavilion at 112 Forrest Street Cunderdin.

All parties agree as follows:

- 2.4 The general terms and conditions for the co-occupancy and use of the Site are set out in Section 3 (the Agreement)
- 2.5 All parties agree that the Shire of Cunderdin are the recognised Site Owner and Manager of this facility and site.
- 2.6 The Cunderdin Men's Shed Inc. ensures all and any work, meetings, workshops, events and other activities are not detrimental to the Shire of Cunderdin's core business and facilities.

3 THE AGREEMENT

- 3.1 For the Cunderdin's Men's Shed Inc. to use the workshop facility for the purpose of conducting a Men's Shed Facility.
- 3.2 The Tenant is not to make or erect any alterations or improvements to the workshop without the Site Owner's express written agreement.
- 3.3 Any alterations, improvements, renovations, refurbishments must be submitted to the Shire of Cunderdin prior to work commencement for approval.
- 3.4 To ensure any and all electrical, plumbing installation work to be carried out by a qualified tradesperson.
- 3.5 To ensure all insurances including public liability are kept current and/or in agreement with the Shire of Cunderdin.
- 3.6 To ensure all equipment, structures etc are kept in a safe and good working condition.
- 3.7 That all effort is made to ensure all members, participants, guests of the Men's Shed employ safe working practises during workshops and any practical demonstrations of equipment and machinery.

4 GRANT OF LEASE

- 4.1 The Shire grants to the Men's Shed and the Men's Shed accepts a lease of the premises for a term of five (5) years from the date of commencement (see Schedule)

5 AUTHORITY TO BIND

- 5.1 Nothing contained in this MOU shall be deemed to constitute a relationship between the Shire and the Cunderdin Men's Shed Inc. or that of principal and agent, and neither of the parties has the power or authority to incur any liability or expenses on behalf of the other without prior written consent.

6 TERMINATION

- 6.1 Either Party may terminate this MOU by giving the other not less than six (6) months' notice in writing.

7 DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising out in relation to the obligation of the Parties or a breach thereof the parties agree to try in good faith to settle the dispute by mediation

Schedule

1. Owner of Land

State of Western Australia, with a Management Order to the Shire of Cunderdin and the National Trust of Australia (WA)

2. Owner of Building

Shire of Cunderdin

3. Tenant

Cunderdin Men's Shed

4. Land

112 Forrest Street, Cunderdin, known as Lot 418 on Deposited Plan 220560 or Reserve 31433. Contained within Certificate of Title LR3115/23

5. Site

This MOU relates only to the land and buildings outlined in a red square on the diagram contained within Appendix A

6. Commencement Date

This agreement commences on the 17th December 2025, for a period of 5 years.

7. Option to Renew:

This agreement will be renewed prior to the expiration date of the MOU, if all parties are in agreement.

8. Termination

Either party may terminate this MOU by giving the other not less than six (6) month's notice in writing

9. Rent

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Appendix A



EXECUTED

The Common Seal of the Shire of)
Cunderdin was hereunto affixed in the)
presence of)

Alison Harris
SHIRE PRESIDENT
SHIRE OF CUNDERDIN
/ /2025

Stuart Hobley
Chief Executive Officer
SHIRE OF CUNDERDIN
/ /2025

Bernie Daly
PRESIDENT
CUNDERDIN MEN’S SHED INC.
/ /2025

Tony Smith
SECRETARY
CUNDERDIN MEN’S SHED INC.
/ /2025