



SHIRE OF
Kent
NYABING • PINGRUP
worth the journey

MEMORANDUM OF UNDERSTANDING

Use of the Pingrup Recreation Ground – Reserve
18748

1. Parties

This Memorandum of Understanding (MOU) is made between the:

1. **Shire of Kent** ABN 74 945 163 281 of 24-26 Richmond Street, NYABING WA 6341 (the **Shire**).
2. **Pingrup Race Club Inc** ABN 89 544 259 615 of Gaby Street, PINGRUP WA 6343 (the **Race Club**).

Together referred to as 'the **Parties**'

2. Purpose

The purpose of this MOU is to outline the agreed arrangements for the Pingrup Race Club's annual use of the Pingrup Recreation Ground (Reserve 18748), including the race track, Pavilion, and associated infrastructure, for the purpose of holding the Pingrup Races.

This MOU formalises a cooperative working relationship between the Shire and the Race Club. It is not a lease and does not grant exclusive possession or tenure over the facility.

3. Term

This MOU shall commence on the date of signing the MOU and remain in effect for a period of five (5) years, unless terminated earlier in accordance with Clause 13.

4. Use of Facilities

The Shire grants the Race Club permission to access and use the following facilities for the annual Pingrup Races:

- The Pingrup Race Track
- The Pingrup Pavilion
- Associated infrastructure, amenities, and grounds.

The Race Club's use shall include:

- The event day; and
- Reasonable setup and pack-down periods, as agreed each year with the Shire.

The Race Club's use is non-exclusive. The facilities remain available for use by other community groups, sporting clubs, and the general public at all other times.

5. Alcohol Management

The Pingrup Pavilion and surrounding reserve are not licensed premises.

The Race Club is responsible for obtaining an Occasional Liquor Licence from the Department of Local Government, Sport and Cultural Industries (Racing, Gaming and Liquor) for each race event.

The Race Club must comply with all requirements of the licence, including Responsible Service of Alcohol obligations, and ensure that alcohol is only sold or supplied within the licensed area and during the approved hours.

A copy of the approved Occasional Liquor Licence must be provided to the Shire prior to the event.

6. Public Liability Insurance

The Race Club must hold and maintain Public Liability Insurance of not less than \$20 million for the duration of each event.

Evidence of current insurance coverage (Certificate of Currency) must be provided to the Shire annually prior to the event.

The Race Club acknowledges that its insurance must cover all volunteers, contractors, and participants involved in race day operations.

7. Responsibilities of the Race Club

The Race Club agrees to:

- Conduct all activities in a safe and responsible manner, ensuring compliance with relevant legislation and local laws.
 - Obtain all necessary event and liquor approvals prior to race day.
 - Manage all temporary infrastructure, waste disposal, and clean-up following the event.
 - Report any damage or maintenance issues to the Shire within 48 hours of the event.
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8. Responsibilities of the Shire

The Shire agrees to:

- Allow reasonable access for event setup and pack-down.
 - Maintain the Recreation Ground and facilities in a serviceable condition suitable for normal community use.
 - Undertake general building, plumbing, and electrical maintenance as required.
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9. Shared Responsibilities

Both Parties acknowledge:

- The Recreation Ground is a shared community facility, and cooperation is required to ensure its continued good condition and accessibility.
 - Event dates must be confirmed annually through the Shire's booking process.
 - Any proposed upgrades or structural changes require prior written approval from the Shire.
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10. Fees and Charges

No ongoing or exclusive hire fee applies under this MOU. Any incidental or extraordinary costs (e.g. utility charges, damage repairs, or additional cleaning) may be recovered by mutual agreement.

11. Indemnity

The Race Club indemnifies and holds harmless the Shire against any claim, damage, loss, or expense arising from the Race Club's activities, except to the extent caused by the Shire's negligence.

12. Review

This MOU may be reviewed at any time by mutual agreement to ensure its continued relevance and effectiveness.

13. Termination

Either Party may terminate this MOU by providing three (3) months' written notice. The Shire may terminate immediately if the Race Club fails to maintain appropriate insurance or breaches statutory requirements.

14. Relationship Between the Parties

Nothing in this MOU shall be construed to create a relationship of employer and employee, lessor and lessee, or principal and agent between the Parties.

SIGNATURES

Signed for and on behalf of the **Shire of Kent**:

Signed

Name

Position: CHIEF EXECUTIVE OFFICER

Date

Signed for and on behalf of the **Pingrup Race Club**:

Signed

Name

Position:

Date