

**Strathbogie Shire Council
Strategic Funding Agreement –
Rowing Victoria
August 2024**

Acknowledgement of Country

Strathbogie Shire Council acknowledges the traditional custodians of the lands on which we strive, the peoples of the rivers and the hills of the Strathbogie Shire region who walked these lands for generations.

We pay our respects to the elders of the past, and the speakers of the first words, who lived in harmony with this country.

We acknowledge the elders of the present, who seek to regain their culture, and to teach the elders of the future their law, their history and their language.

We pay our respects to them and extend that respect to all Aboriginal and Torres Strait Islander peoples today.

We honour their spirit – and the memory, culture, art and science of the world's oldest living culture through 60,000 years.

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Responsible officer/s	

STRATEGIC FUNDING AGREEMENT FOR WAIVER OF FEES

This strategic funding agreement will outline the terms and conditions under which Strathbogie Shire Council will provide funding to Rowing Victoria Inc. for strategic purposes. This Strategic Funding Agreement ("**Agreement**") is made and entered into as of [Date], by and between:

Strathbogie Shire Council ("**Council**") with its principal place of business located at 109a Binney Street Euroa VIC 3666 (hereinafter referred to as the "Investor").

and

Rowing Victoria with its principal place of business located at Level 1, 31-33 Aughtie Drive, Albert Park, VIC, 3206 (hereinafter referred to as the "**Recipient**").

Background

Council has a long-standing relationship with Rowing Victoria through the use of Council's Lake Nagambie Regatta Centre. Nagambie has been the centre for rowing since the 1890's. The man-made course was created in 1998 and forms part of the Lake Nagambie waterway. The Nagambie Lakes Regatta Centre is one of Victoria's premier water sports facilities. The venue offers a 2000m, fully buoyed, National Standard rowing course.

Rowing Victoria has been involved with events on Lake Nagambie for over 25 years. Currently, Rowing Victoria hosts 6 major Rowing Regattas at Nagambie annually:-

1. **Foot of the Goulburn** – An open water time trial regatta from Chinamans Bridge to Teddy Bear Island, around the edge of the lake, finishing at the Regatta Centre. 5.5km in Length
2. **Nagambie Regatta (2 Day)** – Offering \$50,000 in prize money attracting a range of rowers to compete from Olympic Champions to regional club rowers.
3. **RV State Championships** (3 day – biannually) A prestigious Regatta attracting Rowers from all over the State. Alternate years the event is held in Ballarat.
4. **Scotch Mercantile Regatta** – (1 day) Attracting competitors from around Victoria includes a seeding Regatta for Heads of the River,
5. **APS Heads of the River Regatta** – (1 Day) Premier private schools regatta in Victoria. Attracting over 8,000 to Nagambie for the event.
6. **Rowing Victoria State Masters Championships** (2day) – Attracting over 800 competitors for the weekend of racing an frivolity.

These Regattas attract competitors, families and support staff of between 800 to 8,000

However, it has been identified that there are additional costs to host a Regatta in Nagambie, compared to other venues across the state due to the setup of the facility itself. It is therefore agreed that Strathbogie Shire Council will waive hire fees of the Nagambie Lakes Regatta Centre to support the future viability of rowing events at the facility and to work in partnership with Rowing Victoria on key partnership projects to continue to promote and improve the facility.

1. WAIVER OF FEES

1.1 Council agrees to waive the following fees for Rowing Victoria:

Hire fees to the total amount of \$13,580 for the following three (3) events per annum:

- **Nagambie Regatta** (2 Day, \$3,800)
- **RV State Championships** (3 day – biannually, \$5,820)
- **Rowing Victoria State Masters Championships** (2day), \$3,800

1.2 The waiver of fees shall be effective from [Start Date] to [End Date].

2. CONDITIONS OF WAIVER

2.1 The waiver of fees is granted to the recipient for the hire of Lake Nagambie Regatta Centre for the above-mentioned events in section 1.1

2.2 The recipient agrees to:

- Acknowledge Council in promotion of events where the fee has been waived;
- Work in partnership with Council to promote the region and tourism opportunities through shared communication, website, newsletters, and any other relevant opportunities; and
- Continue to partner with Council to provide recommendations to facility improvements and master plans.

3. TERM AND TERMINATION

3.1 This Agreement shall commence on the date first written above and shall continue for an initial period of three years, until [specify end date or conditions for termination].

3.2 Either party may terminate this Agreement by giving 30 days written notice to the other party if the other party is in material breach of this Agreement and fails to cure such breach within 30 days after receipt of notice specifying the breach.

4. CONFIDENTIALITY

4.1 Both parties agree to keep confidential all non-public information obtained from the other party in connection with this Agreement.

4.2 The obligation of confidentiality shall not apply to information that is (a) in the public domain, (b) known to the receiving party prior to disclosure, or (c) required to be disclosed by law.

5. NOMINATION OF AUTHORISED REPRESENTATIVES

5.1 The Parties must each appoint one or more authorised representatives to function as a contact point for the purposes of this agreement and carry out any of that party's functions or obligations under this agreement.

6. ENTIRE AGREEMENT

6.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

7. VARIATION OF THIS AGREEMENT

7.1 This Agreement may be varied by agreement in writing signed by the parties.

8. COSTS OF PREPARING THIS AGREEMENT

8.1 Each party must bear its own costs of preparing, negotiating, executing, and implementing this agreement.

9. REVIEW

9.1 This agreement will be reviewed after the initial three (3) year period.

9.2 An option of further years will be offered subject to Council's strategic direction and subsequent approval at a relevant Council meeting.

IN WITNESS WHEREOF, the parties hereto have executed this Strategic Funding Agreement for Waiver of Fees as of the day and year first above written.

STRATHBOGIE SHIRE COUNCIL

By: _____

Name: _____

Title: _____

ROWING VICTORIA

By: _____

Name: _____

Title: _____