

Strathbogie Shire Council
Strategic Funding Agreement – Show
and Shine Euroa
August 2024



Strathbogie
SHIRE COUNCIL

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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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 Euroa Show and Shine Incorporation 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

Euroa Show and Shine Incorporation with its principal place of business located in Euroa, 3666 (hereinafter referred to as the "**Recipient**").

Background

Council has a long-standing relationship with Euroa Show and Shine Incorporation providing event grants and support to deliver the annual Australian National Show and Shine car and bike show in the Seven Creeks Park, Euroa. Euroa has hosted the annual show and shine event for the past 20 years on the banks of the Seven Creeks.

The event showcases hundreds of cars and motorcycles and provides live music, food stalls, a craft market, children's entertainment and an opportunity for the community to connect.

The show attracts competitors, families, friends and spectators with over 7000 attendees annually delivering an estimated \$500,000 economic boost to the local economy.

Council's cost to prepare the park prior and post the event as well as maintain the park during the event comes at a cost of \$2400 per event.

1. WAIVER OF FEES and FINANCIAL CONTRIBUTION

1.1 Council agrees to waive the following fees for the recipient:

Event fees to the total amount of **\$2180** for the following three (3) items per annum:

- **Event Application Fee: \$180**
- **Major Event exclusive use, entry fees, 1000+ patrons: \$1800**
- **Event and Site inspective fee: \$200**

In addition, Council will provide **\$4000** financial contribution annually to support costs in running the event. This strategic funding agreement will supersede the requirement for an event grant application to be made, reducing the administrative burden on the Show and Shine committee and provides an ongoing commitment to the event from Council.

There will remain a requirement to complete an event permit application with Council and provide all legislative and Council required information as part of this application.

1.2 The waiver of fees and Council's financial contribution shall be effective from 21st August 2024 to October 3rd 2026; being the last event to be held under this Agreement.

1.3 The above fees will be reviewed annually and updated in accordance with any changes to Council's fees and charges adopted in the Council budget during June of each year.

2. CONDITIONS OF WAIVER

2.1 The waiver of fees is granted to the recipient for the hire of Seven Creeks Park, Euroa for the delivery of Australian National Show and Shine.

2.2 The recipient agrees to:

- Acknowledge Council in promotion of the event 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
- Create a contingency plan to hold the event along Kirkland Avenue, Brock Street, and Binney Street in case Seven Creeks Park is unavailable due to park conditions or known environmental risks.

3. TERM AND TERMINATION

3.1 This Agreement shall commence on the date first written above and shall continue for an initial period of 3 years.

3.2 Either party may terminate this Agreement by providing 30 days' written notice to the other party if the other party is in material breach of this Agreement and does not remedy the breach within 30 days after receiving notice specifying the breach. Notice of termination must be given by June 30th of the year preceding each event.

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 annually between both parties to ensure the requirements of the Agreement are being upheld.

9.2 An option of further years will be offered on conclusion of the third event 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: _____

SHOW AND SHINE INCORPORATION

By: _____

Name: _____

Title: _____