Key Terms	
Council Approval and LGA Compliance	All negotiations, discussions and correspondence are non-binding on the Council and do not create a lease or agreement to lease. Pre-requisites for any binding legal relationship to be created include a Council resolution, Local Government Act compliance and conclusion of appropriate lease documentation drafted by the Town's lawyers to the Town's satisfaction and executed by all parties.
Policy 310 - Leasing	Proposed Key Terms are further to Policy 310 Leasing & Licencing, which is the Council's standing policy for leasing.
Proposed Lessor	Town of Victoria Park ABN 77 284 859 739
Proposed Lessee	Healthy Strides Foundation ABN 61 875 542 330
Premises	Lease area #1 Approximately 140m^2 portion of Leisurelife at 248 Gloucester Street, East Victoria Park 6101 (a) Lot 25 on Plan 3844 being the whole of the land in Certificate of Title Volume 728 Folio 16. (b) Lot 1 on Diagram 7170 being the whole of the land in Certificate of Title Volume 928 Folio 154. (c) Lot 2 on Diagram 7170 being the whole of the land in Certificate of Title Volume 1243 Folio 266. (d) Lot 3 on Diagram 7170 being the whole of the land in Certificate of Title Volume 920 Folio 171. (e) Lot 4 on Diagram 6670 being the whole of the land in Certificate of Title Volume 1012 Folio 455. (f) Lot 3 on Diagram 6670 being the whole of the land in Certificate of Title Volume 1014 Folio 412. (g) Lot 3 on Diagram 8413 being the whole of the land in Certificate of Title Volume 1397 Folio 245. (h) Lot 2 on Diagram 8413 being the whole of the land in Certificate of Title Volume 1045 Folio 168. (i) Lot 1 on Diagram 8413 being the whole of the land in Certificate of Title Volume 1045 Folio 167. (j) Lot 12 on Diagram 5825 being the whole of the land in Certificate of Title Volume 1436 Folio 581.
Agreement Type	Conditional Lease with 6-month establishment period. Establishment period definition: time to complete the fit-out, obtain any required approvals and occupancy permits prior to opening.
Term	5 years
Further Term	5 years

Rent	Annual rent of $26,000 plus GST and outgoings, payable monthly. Under the Conditional Lease, no rent will be payable during the six-month establishment period. Rent will commence on the earlier of the Lessee opening the Premises for operation or the expiry of six months from the Commencement Date.
Rent Review	CPI increase on each anniversary date of commencement.
Commencement Date	Upon execution of the agreement by both parties or fixed date
Outgoings	The Lessee will be responsible for all operating/running costs, including but not limited to: i. Refuse collection; ii. Emergency services levy; iii. Water rates; iv. Council rates; v. All utilities related to their use (e.g. electricity, gas, water, telecommunications etc.); and vi. Reimbursement of the Town for the cost of building insurance, where the Lease is for a Commercial Purpose or a Government Purpose. A total of 2.5% of the total costs of the Leisurelife Centre. Invoiced monthly based on the previous year's expenses for the entire building [total divided by twelve (12)]. ***This excludes council rates.*** Outgoings are payable during the establishment period (6months)
Maintenance	The Lessee will be responsible for all non-structural maintenance within the leased area and will provide documentation on the following (if applicable): i. Fire servicing equipment; ii. Mechanical services maintenance and service records (in accordance with Australian Standards); iii. Annual gutter cleaning; iv. Annual pest control treatments; v. Electrical compliance testing; vi. Sewer pump and grease trapping services; and vii. Septic system servicing The Lessee shall be responsible for all maintenance and repair (including structural and non-structural and preventative) of any modifications to the building and fixtures and fittings for the purposes of adapting it to the Permitted Use. The Lessor may, in its absolute discretion, undertake repair and maintenance in accordance with Asset Management Plans, budgetary constraints and other factors as may be considered by the Lessor to be reasonable and or/necessary.

Repainting Obligation	The Lessee must at its own cost, repaint the Premises every five (5) years during the Term and upon expiry or earlier termination of the Lease, whichever occurs first to the reasonable satisfaction of the Lessor.
Assignments & Subletting	With prior written consent subject to the Town being satisfied with the terms and conditions of any sub-lease agreement.
Permitted Use	Healthy Strides Community Hub - place for young people aged 15–24 with child-onset neuro-disabilities and their families.
Operating Hours	In line with Leisurelife fitness center operating hours (subject to change): Monday-Thursday 5:30am - 8:30pm Friday 5.30am - 8pm Saturday 8am - 6pm Sunday 8am - 4pm Public Holidays Closed
Insurance	The Lessor is responsible for $20M Public Liability Insurance (and workers compensation cover should this be a legal requirement for the Lessors's business or use of the property), with ability for Lessor to review as reasonably required from time to time.
Signage	Prior written consent from the Lessor required. Lessor to provide a design concept and location map for consideration.
Alterations, Works and Fit Out	Prior written consent from the Lessor required. The Applicant is responsible for obtaining and submitting all required development applications, building permits, and associated approvals. Consent from the Lessor does not constitute development approval, building approval, or any other statutory approval required by the relevant authority. Consent to approvals submission will not be unreasonably withheld.
Lease Documentation Costs	The Applicant will be responsible for all costs associated with the drafting, preparation, execution and, where required, registration of the Lease and any ancillary documentation, including the Lessor's reasonable legal costs.
Special Conditions	1) The Lease will include a redevelopment clause, whereby if the Town wishes to significantly redevelop the site the lease can be terminated by the Town giving six (6) months written notice to the Lessee to vacate the premises and the same written notice to the Lessee will indicate that the lease will be terminated six (6) months from the date of notice; 2) No guarantee is provided as to the availability of any operating subsidy or of continued availability of the premises after the end of the Term. 3) The Lessee/Licensee must comply with the Town of Victoria Park's Leisure Centres Conditions of Entry, as amended or replaced by the

	Town from time to time, to the extent that they are applicable to the Premises and the approved use. Any amendment or replacement of the Leisure Centres Conditions of Entry must relate to the operational use of the Leisurelife Centre and must not materially alter the Lessee's rights or obligations under this Agreement. Leisure Conditions of Entry