

The following is an example agreement for use between two groups relating to the Lease and Management of a Council Facility – Parties may create their own agreement, alter this example or take any part of this example for their own use.

This Agreement is between

_____ (“Group A”) and

_____ (“Group B”)

Group B as a registered legal entity is entering into a Deed of Lease with Christchurch City Council (“Council”) on behalf of the Group A for _____ (“the Premises”) on the form attached to this Agreement (“the Lease”).

This Agreement will run from the date of signing for the Term of the Deed of Lease.

Group A Obligations

Group A and Group B agree that Group B will be responsible for the use and control of the Premises and will follow the responsibilities and requirements of the Lease, including:

- a. Maintain interior spaces, minor repairs, and cleaning
- b. Manage cleaning, hygiene and grounds upkeep
- c. Pay utilities and operational costs (where applicable)
- d. Comply with Health and Safety legislation
- e. Promote the use of the Premises for community purposes
- f. Submit required quarterly reports
- g. Provide updates to Council and Group B upon request
- h. Contact Council and Group B as soon as possible if the lease cannot be continued or the Premises is no longer needed.
(to be amended by the Groups)

Group B Obligations

Group B agrees that they will:

- a) sign the Lease on behalf of the Group A
- b) maintain appropriate public liability insurance of a sum not less than \$2,000,000 as required by the Lease
- c) Work with Council and the Group B if they can no longer act continue to be the Lessee, including:
 - i. give written notice to Council and Group A and work in good faith to facilitate a new Lessee;

- ii. continue to act as Lessee for reasonable transition period, and subject to Group B's ongoing ability to do so without material risk; and
- iii. sign any documents to transfer the Lease to another organisation

GENERAL PROVISIONS

Dispute Resolution

Group A and Group B agree to work together on a cooperative and good faith basis consistent with their shared community purpose.

If any issue or dispute arises in relation to this relationship, the parties will follow the process below:

- **Good Faith Resolution**

The parties will first attempt to resolve the dispute through good faith discussions between their respective representatives.

- **Council Assistance**

If the dispute is not resolved within a reasonable timeframe, either party may request assistance from Christchurch City Council ("Council") to facilitate a resolution.

- **Mediation**

If the dispute remains unresolved following Council assistance, the parties may, by mutual agreement, refer the matter to independent mediation. The mediator will be agreed between the parties, and costs will be shared equally unless otherwise agreed.

Pending resolution of any dispute, the parties will continue to perform their obligations under this Agreement to the extent reasonably practicable, unless doing so would be unlawful or create unacceptable risk to either party.

Authority and Governance

Group B confirms that entering into the Lease with the Council is within its purposes and consistent with its constitution and trust deed.

Group B confirms that it has obtained, or will obtain prior to execution of the Lease, a resolution of its governing body approving entry into the Lease and the arrangements contemplated by this document.

This agreement is conditional upon Group B obtaining a resolution of its governing body approving entry into this agreement and the Lease contemplated by it.

Signed for (Group A)

Signature: _____

Name: _____

Position: _____

Email: _____

Phone: _____

Signature: _____

Name: _____

Position: _____

Email: _____

Phone: _____

Signed for (Group B)

Signature: _____

Name: _____

Position: _____

Email: _____

Phone: _____

Signature: _____

Name: _____

Position: _____

Email: _____

Phone: _____.

Date (*signed by last party*):