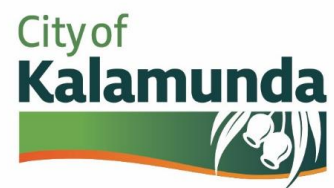


City of Kalamunda & Kalamunda Chamber of Commerce Partnership Agreement 20/21



KALAMUNDA CHAMBER
OF COMMERCE



1. Parties

City of Kalamunda of 2 Railway Rd, KALAMUNDA 6076 ABN 60 741 095 678 **'The City'**
and

Kalamunda Chamber of Commerce Incorporated ABN 31 934 906 155 **'The Chamber'**

2. Purpose

The purpose of this Partnership Agreement is to identify and agree reciprocal benefits and financial arrangements between the Chamber and the City in the pursuit of economic and business objectives as per Section 4 below.

3. Term

This Partnership Agreement will commence on August 3, 2020 and continue until June 30, 2021, with an option for a one-year continuation subject to agreement by both parties unless otherwise terminated under paragraph 6.

4. Objectives

- a) To attract future investment to the region
- b) To increase the number of visitors to the region
- c) To act as advocates on behalf of local businesses
- d) To increase opportunities for local businesses and producers
- e) To encourage residents to shop locally
- f) To recognise business achievement and excellence

5. Reciprocal Arrangements

5.1 The City will Provide:

- a) A waiver of fees and charges for the 'trading in thoroughfares and public spaces licence' for the KCC Farmers Market and KCC Night Market and including waste management. (Value of \$9871)
- b) A waiver of fees for use of an office upstairs in the Perth Hills Visitor Centre to the value of \$3,880 (not including cleaning and utility charges) which has an existing lease agreement which expires 30 September 2021.
- c) The use of the City of Kalamunda conference room, Forrestfield Library Conference Room and/or Zig Zag Cultural Centre seminar room, up to 6 times per year for Chamber workshops, seminars and events to a maximum value of \$1,000.
- d) A 50% fee waiver for KCC members to join the Perth Hills Visitor Centre. (Value of \$1100)
- e) Funding request for \$20,000 for the Bickley Harvest Festival.
- f) Funding request for \$1,000 for the Kalamunda Christmas lights.
- g) (Total estimated value of in kind/in lieu and cash of \$36,851)

5.2 The Chamber will confer on the City a Platinum Sponsorship status, which includes the following benefits:

5.2.1 Logo & Corporate Promotion

- a) Banner space on the KCC website linked to your website for the duration of this agreement.
- b) Your logo on our monthly newsletter 'Kalamunda Connection' and event correspondence.
- c) Your logo banner at our workshops and networking events.
- d) Your logo displayed during webinars and virtual networking sundowners.
- e) Listing on the KCC Member Directory webpage.

5.2.2 KCC Markets

- a) A free permanent stall at each KCC Farmers Market every Sunday (must adhere to market guidelines).
- b) A free permanent stall at each KCC Night Market (must adhere to market guidelines).

5.2.3 KCC Business Excellence Awards

- a) 12 complimentary tickets to the annual Business Excellence Awards Event or any replacement event.
- b) Naming rights to a Business Excellence Awards category.
- c) The opportunity to speak at the Business Excellence Awards dinner.
- d) Free entry to 2-award categories.

5.2.4 Social Media and Email Newsletter

- a) Share City posts with commercial interest to businesses in the City.
- b) A minimum of 12 shares per month to Facebook and Instagram.
- c) 2 guest articles per month on the KCC blog, 'Chamber Matters'.
- d) 2 guest sections per month in the KCC newsletter, 'Kalamunda Connection'.
- e) Tagging City on all relevant KCC, Farmers Market, Kalamunda Night Market and Bickley Harvest Festival posts.

5.2.5 In addition, the Chamber commits to:

- a) Delivering the annual Bickley Harvest Festival and Christmas Lights Program.

Partnership Agreement between City of Kalamunda & Kalamunda Chamber of Commerce 2020/21

Page 3

- b) Operating the Kalamunda Farmers Market, the Kalamunda Night Market and the Christmas in July Market.
- c) Endeavouring to increase new memberships, particularly in the Kalamunda foothills, to ensure that the Chamber is representative of the entire City of Kalamunda.
- d) Continuing to seek external partnerships and sponsorships that will bring economic investment into Kalamunda.
- e) Provide the City a copy of the minutes and financials of the monthly Chamber Meetings.
- f) Provide the City a mid-year report of progress of actions of the Chamber's Strategic Plan including Year to Date membership numbers and other KPIs with explanations for variances where applicable.
- g) Provide the City with a copy of the Chamber's Annual Report following the Chamber AGM.
- h) Wherever possible, support the City's programs and initiatives recognising the synergy between the City's youth, commerce, tourism, and volunteer programs and those of KCC.
- i) Providing a copy of its Strategy Plan, which will include KPIs, with advice as to any updates which may affect the operation of the partnership agreement.
- j) Provide a separate report on the Bickley Harvest Festival which includes an economic impact assessment.

6. Termination and Variation

6.1 The Parties may vary this Agreement in writing by mutual exchange of letters signed by the authorised signatory.

6.2 This Agreement may be terminated by:

6.2.1 Mutual written agreement of the Parties at any time; or **6.2.2** either of the Parties giving six months written notice to the other; or **6.2.3** the City on passing of a Council resolution that the Chamber has, during the currency of this Agreement, wilfully engaged in action intended to directly or indirectly support a local, State, or Federal political party.

6.3 Termination by the City shall not be made pursuant to paragraph 6.2.3 without prior written notice requiring the Chamber to immediately explain, rectify or cease an action. Termination shall not then be made if the Chamber satisfactorily explains, rectifies or ceases the action as required.

6.4 In the event of termination under paragraph 6.2.3, the City may require the Chamber pay to the City an amount equal to or less than the total value of sponsorship, funding or waived fees provided by the City pursuant to this Agreement during the financial year when the action occurred.

7. Terms of Agreement

Partnership Agreement between City of Kalamunda & Kalamunda Chamber of Commerce 2020/21
Page 4

The rights of either party under this Agreement shall not be transferrable or assignable in whole or part unless agreed in writing and signed by the Parties. The Parties shall indemnify each other against any claims arising from any breach of this Agreement.

8. Signatories

8.1 City of Kalamunda

Signature _____ Date _____

Mayor - City of Kalamunda

Witness Signature _____ Date _____

8.2 Kalamunda Chamber of Commerce

Signature _____ Date _____

President - Kalamunda Chamber of Commerce

Witness Signature _____ Date _____