



ADVERTISEMENT DEVICE AGREEMENT

Shire of Wongan Ballidu

and

CADOUX TRADERS

**Commencing
31 MAY 2023**

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1.0 AGREEMENT

This document represents a 'Advertisement Device Agreement' made between **the Shire of Wongan Ballidu** of Post Office Box 84, Wongan Hills, Western Australia, 6603 ("the Shire")

AND ("the **Organisation**") **Cadoux Traders** 50 King Street, Cadoux WA 6466

Addressing the proportioned responsibility for the '**erection and ongoing maintenance**' of three Advertisement Devices located on Shire Road Reserve including Dowerin-Kalannie Road and Cadoux-Koorda Road the premises subject to the agreed terms contained in this Agreement.

2.0 INTERPRETATION

Definition used in this Agreement,

"**Road Reserve**" means an area of land set aside for potential road construction, on which building is not allowed.

" **Advertisement Device**" a structure or device, which is visible from a road or other public place, which conveys information or directions of any kind.

"**Organisation**" means the body who by this Agreement undertakes to manage the 'erection and on-going maintenance of the signage.

3.0 ROAD RESERVE

3.1 PERMITTED USAGE

By this Agreement the Organisation is permitted to; use the Road Reserve of Dowerin-Kalannie Road and Cadoux Koorda Road to erect three Advertisement Devices.

3.2 NOT PERMITTED USAGE

The Organisation is not permitted to;

3.2.1 Display

Erect advertising displays that have the potential to unduly distract drivers due to their design form, orientation or physical size, or iridescence, lustre, or brilliance of reflected light, shall not be permitted. Assessment shall be undertaken subjectively. Advertising signs likely to dazzle or distract drivers due to their brightness, high light emissions and/or frequent flashing, shall not be permitted.

Advertising displays that could create a confusing or dominating background, which have the potential to reduce the clarity of a traffic control device or the readability of the road layout, shall not be permitted. Assessment shall be undertaken subjectively.

3.2.2 Location

Advertisement Devices shall not be located within Device Restriction Areas as depicted in Figure 1 of Appendix A for Shire roads.

Advertisement Devices shall not be positioned within driver sightline areas.

3.2.3 Content

The content of advertising devices shall exclude the following:

Colours and shapes arranged that may be mistaken for a traffic signals, traffic signs or instruction signs.

Symbols, graphics, or text that entices drivers to immediately turn or change lanes, or which could be mistaken for an instruction to drivers.

Complicated / long website, social media or email addresses, and text messaging instructions.

Stopping sight distance has been adopted as underpinning rationale in the determination of the restriction distance applicable to advertising devices located near a known conflict point on Shire controlled roads.

The distances 'd' in Table 3.2 have been extrapolated to stopping sight distances taking into account slope and vehicle type and are based purely on the speed limit.

Therefore, no further adjustments to the distances are required.

Speed Limit (km/h)	Distance 'd' (m)	0.6V (m)
50 or less	45	30
60	65	36
70	85	42
80	110	48
90	140	54
100	170	60
110	210	66

Table 3.2 – Distance 'd' for use with Device Restriction Area drawings in Appendix A

4.0 SHIRE TERMS

NIL

5.0 ORGANISATIONS TERMS

By the terms of this Agreement, the Organisation will undertake;

5.1 Public Liability

The owner of an advertising device located within a Shire road reserve shall, in respect to that device, effect and maintain a public liability insurance policy with a reputable insurer.

The owner must effect to the satisfaction of the CEO and maintain insurance for not less than the applicable minimum insurance amount stated below per event, which covers claims in respect of:

- (a) Loss of, or damage to, or loss of use of, any real or personal property; and
- (b) The personal injury, disease or illness to, or death of any person arising out of the erection, or existence or operation of the advertising device.

5.1.2 Minimum insurance amounts

Business Sign - \$1,000,000 (one million dollars)

5.1.3 Date of Insurance

The owner of the advertising device must ensure that the insurance referred to above to be effected and maintained is in force on the date of the erection of the advertising device and is maintained during the existence or operation of the approved advertising device.

5.1.4 Evidence of Insurance

The owner of the advertising device shall provide the Commissioner of Main Roads with evidence of such insurance as required.

5.2 Indemnity

The owner of an advertising device located within a Shire road reserve is required to indemnify and keep indemnified the CEO, his servants and agents against any claim or proceeding (and any costs and expenses incurred as a result) that may be made or brought by any person or corporation against the CEO of the Shire of Wongan-Ballidu, his servants and agents, arising out of the erection, or existence or operation of the advertising device.

5.3 Alterations and Additions

The Organisation will not erect or alter any structure without prior written consent of the Council.

Any consent granted for alterations and/or additions will be under the direct supervision and to the satisfaction of the Shire's Manager of Works and Services.

5.4 Design, Construction and Maintenance

Supporting structures assessed to be susceptible to being struck by an errant vehicle should be of a suitable frangible design and/or protected by a suitably designed, constructed and maintained impact absorbing vehicle barrier or vehicle arrestor bed, all contained outside the road reserve.

Advertisement Devices are to be erected as per specification outlined in Drawing 1.0 "Direct Buried CHS Post (Non-Frangible) Detail" in Appendix 1.

Vegetation within the road reserve shall not be removed or trimmed to improve the visibility of an advertising sign.

Removal of graffiti and rectification of any sign damage, on any part of the sign structure, should be arranged promptly by the sign owner.

6.0 NOTICES

Any notice between the parties to this Agreement, shall be sufficiently served if sent to it by post to the address hereinbefore mentioned or last known and shall be deemed to have been served on the day on which it would in the ordinary course of post reach the address to which it was sent.

7.0 FINANCIAL CONSIDERATION

Under the terms of this Agreement there is no financial consideration payable to Cadoux Traders.

8.0 TERMINATION OF AGREEMENT

Reflecting the nature of this Agreement, this agreement will expire on the date as provided for within the schedules.

If the Organisation seeks to renew the term the Organisation will give the Shire notice in writing not earlier than six months but no later than three months prior to the expiration of this agreement.

Accordingly, should the Shire wish to terminate this agreement for any reason whatsoever the Shire will give notice in writing not earlier than 6 months but no later than three months prior to the expiration of this agreement.

9.0 DISPUTES

Given the nature of this agreement, dispute, or difference between the parties, shall be addressed through consultation between the parties.

10.0 SCHEDULES

10.1 Description of Location

Shire of Wongan-Ballidu Road Reserve:
SLK 4.0 Dowerin-Kalannie Road
SLK 4.8 Dowerin-Kalannie Road
SLK 0.3 Cadoux-Koorda Road

10.2 – Purpose for which Location to be used

Erection of Business Signs

10.3 – Term

20 Year Review
Date of Commencement – 31 May 2023
Date of Expiry – 31 May 2043

10.4 – Rent

NIL

10.5 – Business Name

Cadoux Traders

10.6 – Public Risk Insurance

Minimum \$1,000,000

10.7 – Address for Service

Shire of Wongan Ballidu

P.O. Box 84

Wongan Hills WA 6603

Email shire@wongan.wa.gov.au

Wongan Ballidu Senior Citizens Recreation Centre Inc

10.8 – Equipment

Three No Buisness Signs

11.0 EXECUTION

The Signatures of the Shire of
Wongan Ballidu's President and Chief
Executive Officer were hereunto affixed
by authority of a resolution of the Council:

.....
President (Shire)
Cr Mandy Stephenson

.....
Chief Executive Officer
Mr Stuart Taylor

The Signatures of the Organisations
office bearers were hereunto affixed
pursuant to a resolution of the Committee:

.....
(Organisation)

APPENDIX 1.0

Drawing 1.0 - Direct Buried CHS Post (Non-Frangible) Detail

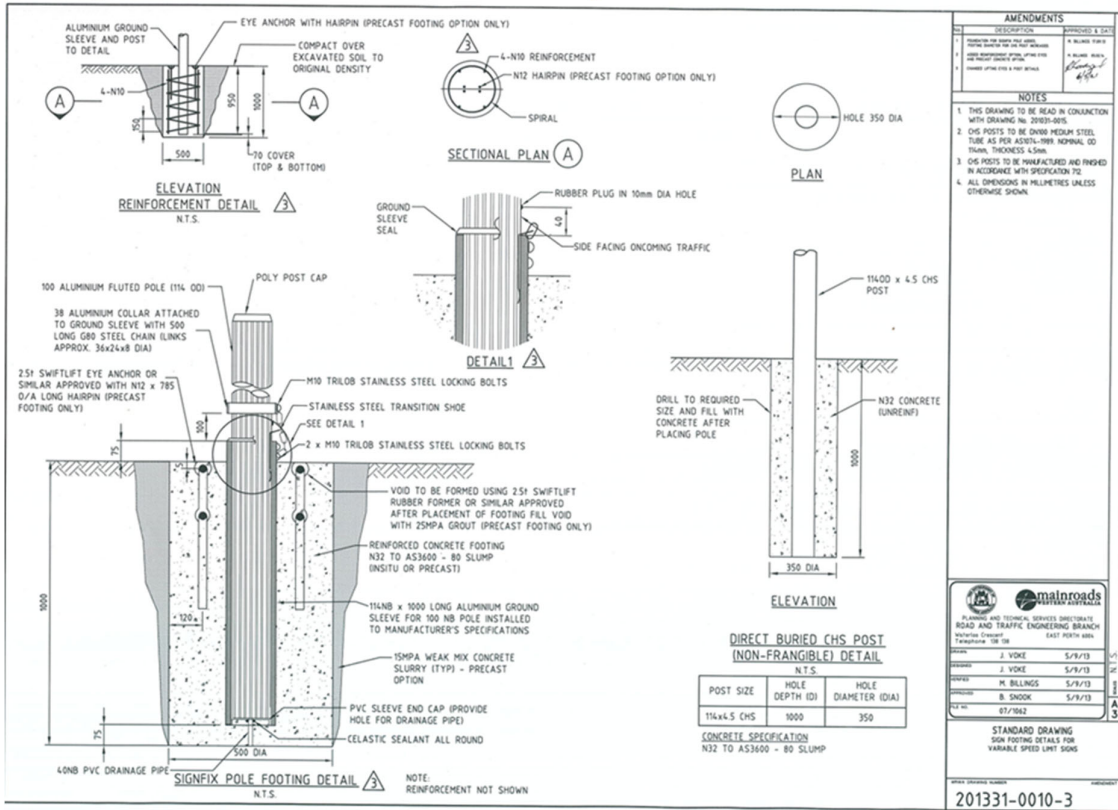
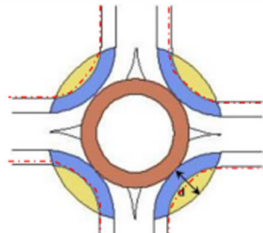
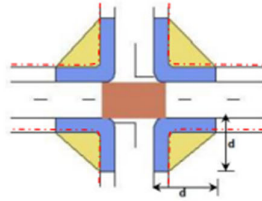


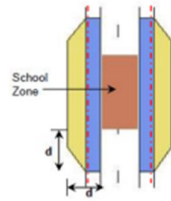
Figure 1.0 - Device Restriction Areas



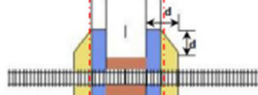
1. Roundabout
* See note below



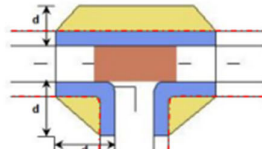
2. Cross Road
* See note below



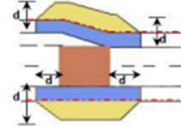
3. School Zone



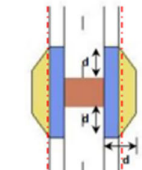
4. Railway Crossing



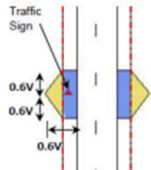
5. 'T' Intersection
* See note below



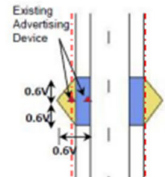
6. Terminating Lane



7. Mid-block
Pedestrian crossing



8. Traffic Sign
* See note below



9. Other Advertising
Sign (within or outside
the road reserve)



Conflict Area – Area where conflicts may occur with other road users.



Device Restriction Area – Within the road reserve.



Device Restriction Area – Outside the road reserve.

d

Device Restriction Distance (m)
(refer to Table 3.1).

0.6V

Device Restriction Distance (m)
(refer to Table 3.1).



Property boundary.

*** Note:** Will be subject to general road safety principles and risk mitigations assessed on a case by case basis