# YOUNG Start up Agreement 2020

## THIS IS AN AGREEMENT BETWEEN:

NAME **(Business Owner)**

of   
  
ADDRESS  
  
PHONE

MOBILE   
EMAIL

### AND

MARIBYRNONG CITY COUNCIL

MARIBYRNONG YOUTH SERVICES (MYS)   
of

72 Buckley St, Footscray, VIC 3011   
Ph: (03) 9091 4700

**PROGRAM DESCRIPTION**

Young Start Up is a program for young people who are starting their own business for profit aged between 12-25 years who live, work, study, or have other connections to the City of Maribyrnong.

## the parties agree as follows:

#### This is an agreement between the Business Owner and MYS.

#### Conditions applicable to Council for this Business Owner agreement:

For the purposes of Young Start Up, Maribyrnong Youth Services agrees:

* 1. To provide the Business Owner with use of the Phoenix Youth Centre- 72 Buckley Street, Footscray at a subsidised cost of $10 per session
  2. That the Business Owner is able to book spaces in the Phoenix Youth Centre between the hours 9am-10pm, seven days per week;
  3. That a bond payment will be secured for use of the space, and returned on completion of agreement if no damage has occurred.
  4. That the agreement will be reviewed after six months, with the option to continue for a further six months if determined further support is required.

#### Conditions applicable to the Business Owner for this arrangement:

#### For the purposes of the Young Start Up program, the Business Owner agrees:

* 1. To provide a risk management plan prior to the commencement of the agreement;
  2. To participate in an induction process to Phoenix Youth Centre;
  3. That the Public Liability Insurance through Maribyrnong City Council does *not* extend to equipment that the Business Owner brings into Phoenix Youth Centre;
  4. To pay an excess of $250 should a Public Liability Insurance claim become necessary;
  5. That Maribyrnong City Council does not accept liability for any loss or damage to equipment or personal effects of the Business Owner;
  6. That if working with young people under the age of 18, the Business Owner must provide a current Working with Children’s Check;
  7. To use best efforts to maintain Phoenix Youth Centre in the condition it was in at the commencement of the program, subject to wear and tear;
  8. To allow MYS, Maribyrnong City Council and its employees, agents and licensees all reasonable access to Phoenix Youth Centre;
  9. To report any breakage, loss or damage to Phoenix Youth Centre or its fittings or fixtures to MYS within one business day;
  10. To not attach to walls, doors, glass, floors, furniture or fittings in or around Phoenix Youth Centre any nails, screws, adhesive tape, signs or other item without the prior consent of MYS;
  11. To not interfere with, or alter any, of the electrical installations, lighting or other technical equipment owned by MYS;
  12. To secure Phoenix Youth Centre on leaving the premises;
  13. To not create undue noise or other conduct which may disturb or annoy others at adjoining premises;
  14. To compensate MYS for any damage or loss suffered by MYS as a result of the Business Owner’s negligence;
  15. To provide a six monthly report of the business progress for review including budget with income and expenditure.

#### Public Liability Insurance

For this agreement, the Business Owner is insured under Maribyrnong City Council’sPublic & Products Liability Insurance, as outlined in Part B of the Certificate of Currency:

**PART B Performers/Stallholders/Business Owners/Street Stallholders/Buskers/Tutors and Instructors**

**INSURED:** Various Uninsured Performers, Stallholders, Business Owners, Buskers, Street Stallholders, Tutors and Instructors and others as agreed

**SITUATION AND/OR PREMISES:** Anywhere within the Municipality of the insuring Council

**LIMITS OF LIABILITY General Liability:** $20,000,000 any one occurrence

**Products Liability:** $20,000,000 any one occurrence and in the aggregate any onePeriod of Insurance

**SUB-LIMITS OF LIABILITY:** Property in Your Physical or Legal Control $100,000 any one occurrence and in the aggregate for any one Period of Insurance

**DEDUCTIBLE/EXCESSES:** The insured (the Business Owner) shall bear the first $250 of each and every claim or series of claims arising out of any one Occurrence.

#### Evaluation

* 1. The Business Owner agrees to provide written feedback in accordance with MYS Evaluation form, including a short written testimonial about their experiences with the Young Start Up program.

### EXECUTED AS AN AGREEMENT

**Signed by the Business Owner: Signed by MYS:**

Signature: Signature:

Name (PRINT): Name (PRINT):

Date: Date:

**Please keep one copy for your records and return one copy to Maribyrnong Youth Services: Phoenix Youth Centre, 72 Buckley St, Footscray, VIC 3011.**