

Keith and Tintinara District Show Society Inc

FORM B - HIRE AGREEMENT

Applicant to complete for all Ground, Building, Equipment or Event Bookings

IMPORTANT, PLEASE NOTE PRIOR TO SIGNING: A BOOKING IS NOT CONSIDERED TO BE ACCEPTED NOR CONFIRMED UNTIL THE BELOW DOCUMENTATION HAS BEEN SUCCESSFULLY COMPLETED

Name of Hirer and/ or Responsible person	
Postal Address of Applicant	
Email Address of applicant	
Mobile Number	
Type of Function	
Start Date of Event:/...../.....	Finish Date of Event:/...../.....
Full Grounds (\$500, \$1000 Bond) <input type="checkbox"/> Pavilion & Kitchen (\$250, \$500 Bond) <input type="checkbox"/> Cattle Yards (\$500, \$500 Bond) <input type="checkbox"/>	Bar & Toilets (\$250, \$500 bond) <input type="checkbox"/> Guide Hall (\$100, \$200 Bond) <input type="checkbox"/> Cool Room (Mobile (\$200, \$500) <input type="checkbox"/>
Bank Details for return of Bond	Account name: BSB: Ac/No:
Special requirements or notations	

Email: secretary @keithshow.org.au Mail: PO BOX 343 KEITH SA 5067 Phone: 0438 578 402

PAYMENT: (Direct Deposit by EFT is preferred)

BANK DETAILS: BSB – **015 595** ACCOUNT – **9010 47471** REFERENCE: Please insert your name

All cheques are to be made payable to Keith and Tintinara District Show Society Inc.

Agreed Full Hire Fee (GST to be Applied) \$.....

Agreed Bond Amount (No GST) \$.....

ACCEPTANCE OF TERMS AND CONDITIONS OF THE HIRE AGREEMENT

"I have read the Hire Agreement and Conditions of Hire as specified below and agree to be bound by the requirements and responsibilities contained therein.

By signing this Hire Agreement, I acknowledge that I have read and understand and agree to abide by the terms and conditions of this Hire Agreement as specified. As this is an important document, I have exercised my right to seek independent professional advice before signing as the responsible person."

Name: Signature.....

Date:.....

Conditions over page:

Keith and Tintinara District Show Society Inc.
HIRE AGREEMENT Cont.

GENERAL CONDITIONS OF VENUE HIRE and USE

1. AGREEMENT TO HIRE

- a) The society permits the Hirer use of the property for the Permitted Use subject to:
- i) the terms expressly set out in this agreement
 - ii) all applicable rules, by-laws and regulations of the Society

2. HIRE FEE and BOOKING CONFIRMATION

- a) The hirer must pay to the Society the Hire Fee in the following manner:
- i) the of the Hire Fee shall be paid prior to the event; and,
 - ii) a conditionally refundable Bond to be paid prior to the Event.
- b) All payments made by the Hirer to the Society must be made without set-off, deduction or counterclaim.
- c) The Hirer may be denied access until the total Hire Fee has been received.
- d) A booking is not constituted to be confirmed until either the full hire fee has been paid.
- e) Without written confirmation, a booking is not considered to be binding on the Society and the required date/s may be reassigned at the complete discretion of the Society.

3. THE HIRER'S OBLIGATIONS

- a) The Hirer shall not remove any items or structure from the Property without express permission of the Society.
- b) The Hirer shall keep the Property in good repair, order and clean condition at all times during the Hire Period.
- c) The Hirer must not cause or contribute to any damage to the showgrounds or the Property. Such damage must immediately be made good, to the satisfaction of the Society.
- d) The Hirer shall not allow disconnection of, or disruption to, any utility or other services or alteration of or disruption to existing improvements with respect to the Property, without the Society's prior approval
- e) The Hirer must use any property, goods, materials, services or information provided by the Society:
- i) at its own risk
 - ii) using reasonable care; and
 - iii) in accordance with the Society's instructions.
- f) The Hirer is responsible for the safety and security of all people who attend the Property during the Hire Period.
- g) The Hirer is responsible for obtaining all the relevant permits/licences that are needed in regard to their event including but not limited to: fire permits from Tatiara District Council, liquor license, and security personnel and shall advise the Society when this is done prior to the event.
- h) The Society may at any time enter the Property during the Hire Period and observe the use of the activities conducted at the Property.
- i) The Hirer must not engage in any activity which may bring the reputation of the Society into disrepute.
- j) The Hirer must vacate the Property by the hire end time, with property to be left in the same condition as was hired, otherwise penalties may apply.
- k) The Hirer must not permit any activity which may be or become offensive, dangerous give rise to undue noise or smell or which in the opinion of the Society may cause annoyance, offence or cause danger to the public.
- l) If the Hirer does not comply with clause 3(f) the Society may immediately and without notice:
- i) take possession of the property
 - ii) remove any goods from the Property. Any goods removed in this way which remain in the Society's possession after a period of seven days will be treated as abandoned and such goods will become the property of the Society.

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HIRE AGREEMENT Cont

4. INSURANCE AND INDEMNITY

a) Categories of Events where Public Liability Insurance Cover is required:

1. Corporate, Company, Business Hire.
2. Professional Consultancy or Demonstration Hire.
3. Charity & Community Fundraiser Hire – Incorporated Body.
4. Charity & Community Meeting Hire - Incorporated Body.
5. Charity & Community Gathering – Private Individual Hire.
6. Gathering or Public Function – Private Individual Hire.
7. Family – Non Society Member – Private Function Hire.
8. Family – Society Member – Private Function Hire.
9. Individual Society Member – Low-risk General Hire.

b) Unless the Society agrees otherwise, at all times during the Hire Period the Hirer must have in place with a reputable insurer, on terms and conditions acceptable to the Society, the following:

i) Public or Legal Liability insurance with a sum of at least \$10,000,000 covering all claims. The Hirer must arrange for the Society to be named insured on the policy for category 1 to 4 events

ii) Third party motor vehicle insurance, (if so included); and,

iii) Workers' Compensation insurance as required by law, (if required)

c) The Hirer must immediately on demand by the Society provide the Society with a copy of the Certificate of Currency referred to in clause 4 (b) (i).

d) The Hirer indemnifies the Society (including its members, agents and employees) against all claims, demands, actions, costs (including legal costs), charges, expenses, damages, loss or other liability arising from or contributed to by property loss or damage (including property of the Society) or personal injury or death arising out of or in connection with the Hire of the Property.

e) The Hirer must immediately notify the Society of any accident or other incident related to the hire of the Property.

5. NO ASSIGNMENT

a) The Hirer (Applicant) shall not assign this Agreement or any right under this Hire Agreement

6. TERMINATION

a) The Society may cancel this Hire Agreement if it determines in its absolute discretion that the Property is no longer suitable for the Permitted Use.

b) The Society may for any reason whatsoever immediately terminate or suspend the operation of this Hire Agreement by notice to the Hirer at any time.

c) In the event of such termination the Hirer will cease occupation of the Property immediately upon being so directed by the Society.

d) The Society reserves the right to cancel or re-assign a booking date should the need arise due to administrative oversight or in consideration of the immediate safety of guests or property.

7. CANCELLATION POLICY

a) If a booking is cancelled under a direction by the Society through a decision of its Management Committee, the Hire Fees paid will be refunded to the Hirer and/or Applicant.

b) All cancellations or changes to bookings must be in writing by post or email and addressed to the Secretary, Keith and Tintinara Show Society Inc.

8. GENERAL CONDITIONS

a) The Hirer must not misrepresent the purpose of the event for which the premises is being hired.

b) The Hirer will pay a Performance and Restoration Bond to the Show Society no later than two (2) weeks prior to the event. Such bond may be eligible to be refunded on inspection of the facilities by the Society after the event. If the Society is satisfied that the Hire Conditions have been met the Bond or a portion of the bond will then be forwarded to the Hirer. The bond amount as specified for this event in the cover page of this agreement has been determined by reference to the Society policy.