



# MUDGEERABA SHOW SOCIETY Inc - VENUE HIRE AGREEMENT

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

**IMPORTANT, PLEASE NOTE PRIOR TO SIGNING:**

- 1. A BOOKING IS NOT CONSIDERED TO BE ACCEPTED NOR CONFIRMED UNTIL THE BELOW DOCUMENTATION HAS BEEN SUCCESSFULLY COMPLETED AND A NON-REFUNDABLE BOOKING DEPOSIT PAID. FAILURE TO SUPPLY A SIGNED AGREEMENT, OR FAILURE TO PAY THE REQUIRED DEPOSIT COULD SEE THE BOOKING TERMINATED, WITHOUT NOTICE, AND THE DATES REASSIGNED AT THE ABSOLUTE DISCRETION OF THE SHOW SOCIETY OR ITS NOMINEE.**
- 2. THE BOOKING DEPOSIT (\$200 per function) IS PAID TO HOLD THE VENUE & DATE AND IS NON-REFUNDABLE.**
- 3. AS THE SHOWGROUNDS ARE CONTROLLED BY A MEMBERSHIP BASED SOCIETY, PRICES QUOTED REMAIN CURRENT UP UNTIL THE SOCIETY'S AGM IN OCTOBER EACH YEAR. ALTHOUGH A BOOKING MAY BE TAKEN, HIRE FEES AGREED AND FEES PAID, THERE IS NO IMPLIED GUARANTEE OR COMMITMENT THAT THE HIRE FEE OR BOND PRICE MAY NOT INCREASE BEFORE THE EVENT OCCURS IN THE FOLLOWING YEAR. IN THIS INSTANT, THE APPLICANT IS REQUIRED TO PAY THE BALANCE OF ANY ADDITIONAL CHARGES OR FEE INCREASES, AS DETERMINED, PRIOR TO THE EVENT.**

NAME OF HIRER and/or RESPONSIBLE PERSON	
POSTAL ADDRESS OF APPLICANT	
EMAIL ADDRESS OF APPLICANT	
DATE APPLICATION LODGED	
START DATE OF EVENT	
FINISH DATE OF EVENT	
DAYS OF THE WEEK	
PRIMARY PURPOSE OF GROUND/BUILDING HIRE	
GROUND LOCATION OR BUILDING TO BE HIRED	
ASSOCIATED BUILDINGS, STRUCTURES OR SITES	
TYPE OF FUNCTION	
CONTACT PHONE NUMBERS (Home/Work)	
MOBILE NUMBER	
BANK DETAILS FOR RETURN OF BOND	
SPECIAL REQUIREMENTS OR NOTATIONS:	

Email: [info@mudgeerabashow.org.au](mailto:info@mudgeerabashow.org.au)

Mail: PO BOX 150 Mudgeeraba Qld 4213

Phone: 0755 302 754 – Mobile: 0418 182 533

BANK DETAILS: BSB – 633 100. ACCOUNT – 1425 34247. REFER – BOOKING No.

## ACCEPTANCE OF TERMS AND CONDITIONS OF THE VENUE HIRE AGREEMENT

*"I have read the Hire Agreement and Conditions of Venue Hire as specified below and agree to be bound by the requirements and responsibilities contained therein. I acknowledge that the Mudgeeraba Showgrounds is a leasehold facility owned by the City of Gold Coast which is under the control of the Mudgeeraba Show Society Inc. as leasee and that as the governing body, the Council may deny use, or determine conditions of use, that override any contractual arrangements that may be contained in this signed agreement. I also acknowledge and understand that the Mudgeeraba Showgrounds lies within the Gurrangumbah flood plain and that the grounds may be subject to inundation from time to time during extreme events. 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: .....

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

Agreed Booking Deposit ( Non-refundable) \$.....

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

Hirer / Guarantor Signature: .....

Date Lodged: .....

### **PAYMENT:**

*Direct Deposit by EFT is preferred:*

*Bendigo Bank*

*BSB 633 100 - A/C 1425 34247*

*Mudgeeraba Show Society Inc*

*Please provide 'Booking Reference Number' as the reference.*

**Show Society Representative Confirmation:**

**Venue Booking Received** .....

[ Latest Amendment: 1 November 2015 ]

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# **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, time being of the essence:
  - i) a non-refundable Venue Booking Deposit paid at time of Lodging Application; and,
  - ii) the balance of the Hire Fee shall be paid minimum six (6) weeks prior to the event; and,
  - iii) a conditionally refundable Bond to be paid minimum two (2) weeks 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 Booking Deposit or full hire fee has been paid.
- e) Without written confirmation and the payment of a Booking Deposit, 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.
- f) Should the Hirer cancel the booking, the Booking Deposit is forfeited to the Society.

## **3. THE HIRER'S OBLIGATIONS**

- a) The Hirer shall not remove any items or structure from the Property.
- 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 will advise the Society if it believes it is necessary to engage security Personnel and will provide details of the security personnel engaged.
- 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 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.

## **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.

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#### 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 and BOOKING DEPOSIT

- a) If a booking is cancelled under a direction by the Society through a decision of it's Management Committee, the full Booking Deposit or any Hire Fees paid will be refunded to the Hirer and/or Applicant.
- b) If the booking is cancelled by the Hirer and/or Applicant up to six (6) weeks minimum, prior to the Event's start date, the Booking Deposit will be forfeited to the Show Society to compensate for administrative costs, however any additional Hire Fees that may have been paid by the Hirer and/or Applicant will be fully refunded.
- c) If the booking is cancelled by the Hirer and/or Applicant within six (6) weeks of the event, the Booking Deposit and Hire Fees paid in total will be forfeited to the Society to compensate for administrative costs.
- d) All cancellations or changes to bookings must be in writing by post or email and addressed to the General Manager, Mudgeeraba 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 General Manager after the event. If the General Manager 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.
- c) All cheques are to be made payable to the MUDGEERABA SHOW SOCIETY Inc or paid by direct debit into the Show Society Bank Account.
- d) Conditions relating to the performance and restoration Bond refund as are directed by the Society under its venue hire policy.
- e) NOTE WELL: In the circumstance where bookings for events are made six (6) months or more in advance of the event, the Full Hire Fee may increase due to an increase in the general hire rate as determined by resolution of the Society's Management Committee; or, by external influences brought to bear on the Society by Government agencies, licencing, utilities or waste management charge increases. The applicant will be advised in writing of the increases and all Hire Agreements, bonds and Hire fees will be altered to reflect the increased amounts. Failure to abide by the hire cost increases may see the booking cancelled and security deposit forfeited.

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## 9. CHECK LIST FOR RETURN OF PERFORMANCE AND RESTORATION BOND.

### 1. Bill Deacon Pavilion – Main Hall

#### 1.1 Kitchen - (Kitchen Appliances undamaged, operational and cleaned)

Microwave  
Oven  
Dishwasher – Drained and door open  
Bain Marie (water to be emptied)  
Fridge – Cleaned and emptied  
Freezer  
Floor Mopped  
Floor Undamaged  
Servery Benches cleaned and undamaged  
Kitchen Cupboards wiped down and free from spillage marks  
Equipment returned to designated cupboards  
Exhaust Fan  
Zip Water Heater  
Crockery & Cutlery  
Serving Trays

#### 1.2 Toilets

To be cleaned, rubbish emptied, floors mopped, mirrors wiped down  
Doors & Walls undamaged  
If showers used must be cleaned

#### 1.3 Hall - General

Tables and chairs placed back into store room as per instructions  
Air Conditioning Units undamaged and Controller returned  
All decorations and rubbish removed  
Floors swept and mopped  
Windows free of marks and undamaged  
Doors, Walls and Floors undamaged  
Light switches and bulbs all working and undamaged  
Ceiling Fans in working order and no Decorations or twine attached  
No nails or staples in Walls or trim  
Fishing line or decoration support to be removed entirely

#### 1.4 Bar Area

Benches and cupboards wiped down  
Cool room emptied and clean  
Floor mopped  
No breakages  
Walls undamaged  
PA System turned off and undamaged  
Glass Washer cleaned and left open

### 2. Ted & Sue Shepherd & Helen Ripper Pavilions

#### 2.1 Toilets

To be cleaned, rubbish emptied, floors mopped, mirrors wiped down  
Doors & Walls undamaged

#### 2.2 Hall General

Tables and chairs stacked neatly against the walls as per instructions  
All decorations and rubbish removed  
Floors swept and vacuumed  
Windows free of marks and undamaged  
Doors & Walls undamaged  
Fan no decorations hanging off and in working order  
Clean and wipe down Kitchen sink and benches  
Clean out Refrigerator

### 3. Grounds and Outdoor Areas

All rubbish placed in bin  
Gardens free of rubbish & cigarette butts etc...  
Veranda clean and undamaged  
Gates Closed and Locked  
Used Outbuildings swept and clean  
Turn off Ground Floodlighting  
Close Covers on Power Boards

### 4. General Conditions

Keys returned to General Manager  
Remove Banners and Signage  
Arrange Inspection of Venue with General Manager  
Arrange collection of hired Toilets or hired Outdoor Equipment

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