



MUDGEERABA SHOW SOCIETY INC

VENUE HIRE AGREEMENT

For all Ground, Building or Event Bookings

IMPORTANT: Please note it is the responsibility of the Hirer to read all terms and conditions set out in this Agreement prior to signing this document.

Name of Hirer	Individual:
	Company:
Contact Person	
Email Address of Hirer	
Postal Address of Hirer	
Contact Phone	

Dates required	
Type of function	
Grounds location or building to be hired	
Agreed Full Hire Fee (including GST)	
Agreed Bond Amount (No GST applicable)	\$ 1,000.00
Special requirements subject to Management approval	

Bank details for return of bond	Account Name:
	BSB: Account No:

1. A booking is not considered to be accepted nor confirmed until this document has been successfully completed and a bond of \$1,000 is paid. Failure to supply a signed agreement or failure to pay the required bond could see the booking terminated, without notice, and the dates reassigned at the absolute discretion of the Mudgeeraba Show Society Management Committee or its nominee.
2. The booking bond is paid to hold the venue and date, and is refundable. However, in the event that you cancel your booking, a percentage of your bond will be forfeited as follows:
Within 30 days - 20%. Within 14 days - 30%. Within 7 days - 50%.
3. Bookings will not be accepted more than 12 months in advance.
4. As the Mudgeeraba Showgrounds are controlled by a membership-based Society, prices quoted only remain current up until the Society's Annual General Meeting in October each year and may be subject to change.
5. Public Liability Insurance cover is required: A Certificate of Currency in the name of the Hirer must be attached to this application. (See Clause 4 below.)
6. The Hirer must provide a COVID 19 Safety Plan as per Queensland Government requirements.

ACCEPTANCE OF TERMS AND CONDITIONS OF THE VENUE HIRE AGREEMENT

I have read the Hire Agreement and Conditions of Venue Hire as specified in this document 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 inclement weather. I understand that extra precautions may be necessary to avoid loss of persons and property. 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 of Hirer
(As named on Certificate of Currency)

.....
Signature

.....
Date Lodged

PAYMENT

Direct Deposit by EFT is preferred.
Invoice Number or ID is MANDATORY.
Bank of Queensland
Account Name: Mudgeeraba Show Society Inc.
BSB: 124-001 Account No: 22300491

- Cash - Receipt No:
 Eftpos/Credit
 Direct Transfer

OFFICE USE ONLY
INVOICE NO.

.....
Show Society Confirmation

.....
Date

CONTACT DETAILS:

The Secretary/Manager, Mudgeeraba Show Society Inc. PO Box 150 Mudgeeraba, Qld. 4213
Phone: 07 5530 2754 Mobile: 0418 182 533 Email: info.mudgeerabashow@gmail.com
ABN 67 833 677 042

VENUE HIRE AGREEMENT TERMS AND CONDITIONS

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; and
 - ii) all applicable rules, by-laws and regulations of the Society.

2 HIRE FEE & BOND

- a) The Hirer must pay the fees to the Society in the following manner:
 - i) a bond of \$1,000; and
 - ii) the Agreed Hire Fee to be paid two (2) weeks prior to the commencement of the Hire Period.
- 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 to the Property until the total Hire Fee has been received.

3 THE HIRER'S OBLIGATIONS

- a) The Hirer shall not remove any items such as fixtures, fittings or structures from the Property.
- b) The Hirer shall keep the Property in good repair, order and clean condition at all times during the Hire Period to the satisfaction of the Society.
- 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 at the Hirer's own cost.
- 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, if provided.
- 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 to be engaged. The Hirer is solely responsible for the engagement of any security personnel or implementation of any security measures. The Society will have no responsibility for security, including but not limited to, the engagement and implementation of security personnel or the actions of any security personnel during the Hire Period.
- h) The Society may at any time enter the Property during the Hire Period and observe the use of the Property and any activities conducted at the Property. The Society takes no responsibility for the safety, approval or supervision of any activity by doing so.
- i) The Hirer must not engage in any activity at the Site during the Hire Period which may bring the reputation of the Society into disrepute.
- j) The Hirer must not permit any activity at the Site during the Hire Period 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.
- k) The Hirer must vacate the Property by the hire end time. Otherwise, penalties may apply. If the Hirer fails to do so, the Society may seek costs against the Hirer or impose any other penalties it sees fit.
- l) If the Hirer does not comply with the above clauses 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) 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 insurances:
 - i) Public Liability insurance with a sum insured of at least \$10,000,000 in the name of the Hirer. The Hirer must arrange for the Mudgeeraba Show Society to be a named as an interested party on the policy; and
 - ii) Third party motor vehicle insurance; and
 - iii) Workers' Compensation insurance as required by law.
- b) The Hirer must provide prior to the Hire Period a Certificate of Currency as specified in Clause 4 (a)(i) above.
- c) 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 out of or in connection with the Hire Agreement and irrespective of whether such a Claim directly or indirectly arises out of, or is in connection with or is caused by any negligent, wilful, unlawful or wrongful act or omission of the Society or any of its officers and employees.
- d) The Hirer must immediately notify the Society of any accident or other incident related to the hire of the Property.
- e) The Hirer acknowledges and understands that the Mudgeeraba Showgrounds lies within the Gurrangumbah flood plain and that the grounds may be subject to inundation from time to time during inclement weather. The Hirer understands that extra precautions may be necessary to avoid loss of persons and property.

5 NO ASSIGNMENT

- a) The Hirer shall not assign this Hire 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.