

VENUE HIRE AGREEMENT

F2009/01095

ABN 810 650 27868

This is an agreement dated

between:

and the hirer: Lake Macquarie City Council (LMCC)

For Museum of Art and Culture yapang, Lake Macquarie ("MACV")

1A First Street Booragul NSW 2284

T (02) 49210 382 **Fax** (02) 49210 329 **E** artgallery@lakemac.nsw.gov.au

BY WHICH THE GALLERY AGREES TO HIRE TO THE HIRER the nominated space at Museum and Art and Culture yapang ('THE VENUE') ON THE FOLLOWING TERMS AND CONDITIONS:

1. TERM AND PURPOSE OF HIRE

MAC will hire the Venue to the Hirer from (dates): _____ to _____

for (purpose): _____

2. PAYMENT

The Hirer will pay MAC a hire fee according to the LMCC's Fees and Charges Schedule \$ _____ to be paid in instalments as follows:

- | | | |
|-----------------------------|----------------------------|----------------------------|
| a) The Hire fee is \$ _____ | b) The deposit is \$ _____ | c) The balance of \$ _____ |
| | due on booking | is due no later than: |

3. EXTENSION OF TERM

- a) The term of hire may be extended with the written consent of MAC.
- b) An extension fees are payable as per the LMCC Fees and Charges Schedule \$ _____ per hour will be charged.
- c) No hire period will extend beyond 11pm inclusive of clean up.

4. MAC'S OBLIGATIONS

MAC will:

- a) only be in the designated space of;
- b) maintain public liability insurance in respect of MAC;
- c) ensure that MAC is in a clean condition and any pre-existing damage to the fixtures or fittings of the Venue shall be noted as a schedule attached to this agreement and signed by both parties;
- d) ensure that the Hirer has access to MAC at all times during the term of the hire;
- e) allow the Hirer to set up staging, lighting, sound devices and promotional collateral in consultation with MAC staff and within MAC's risk assessment parameters;
- f) provide at least one member of MAC staff to assist in supervision of the Hirer and the artwork;
- g) provide liquor service and sales if required;
- h) negotiate, on behalf of the Hirer, copyright permission from the exhibiting artist/s if necessary and only if pre-arranged and appropriate.



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5. HIRER'S OBLIGATIONS

The Hirer will:

- a) take out and maintain adequate contents insurance, public liability including adequate contents insurance, volunteers insurance and workers' compensation for the Hirer's employees, agents and licensees;
- b) clean and tidy MAC at the end of the term of hire and use its best efforts to maintain MAC in the condition it was in at the commencement of the term of hire, subject to usual wear and tear;
- c) negotiate a caterer with MAC which may include
- d) alcohol unless otherwise negotiated with the Gallery;
- e) not serve alcoholic beverages for a fee without a catering liquor licence ;
- f) allow MAC and its employees, agents and licensees all reasonable access to the hired spaces during the hire period;
- g) ensure adequate security staff are employed for the event as [per Gallery instructions (general rule over 80 people = one security guard)
- h) ensure that designated numbers for designated spaces do not exceed:
 - I. 56 seated for dinner or other function on Terrace
 - II. 200 standing for cocktail events
 - III. 40-100 seated dinner style - Main exhibition space (dependent on gallery wall configuration at the time) 80 seated for cabarets etc in the combined café and foyer space
 - IV. 100 guests standing for wedding ceremonies
- i) for the term of the Hire
- j) acknowledge MAC on the invitation and during the speeches, if appropriate
- k) inform MAC immediately on the Hirer becoming aware of any breakage or damage to MAC or its fittings or fixtures and pay for any damage or loss suffered by MAC that is caused by the negligence of the Hirer;
- l) not attach any materials, objects nails, screws, adhesive tapes, signs or other items to walls, doors, glass, floors, furniture or fittings in or around the MAC without the prior consent of the MAC;
- m) not interfere with or alter any of the electrical installations, lighting, sound systems, security systems, or other technical equipment owned by MAC without MAC staff assistance;
- n) set up all staging, lighting and sound devices in consultation with MAC staff within the MAC's risk assessment parameters;
- o) not reproduce images from the current exhibition without prior copyright clearance from the artist (as obtained by MAC). If the images are to be used for commercial uses, the Hirer will need to negotiate a copyright fee with the artist/s;
- p) carry out adequate risk assessment and establish adequate control measures for all activities during the event.
- q) take note and inform guests of the attached Evacuation Plan (Schedule 1)

6. HIRER'S WARRANTY AND INDEMNITY

- a) The Hirer warrants that it has obtained the permission of all copyright owners to stage the event at the Venue, and that the event does not contain any defamatory material to the Hirer's knowledge, and the Hirer indemnifies the Gallery against any and all claims, costs, actions and damages brought or suffered as a result of breach of this warranty.
- b) The Hirer indemnifies the Gallery and agrees to keep the Gallery indemnified against all costs, expenses, claims and liabilities arising from loss or damage to property or injury or death of persons from or during the term of hire.

7. CANCELLATION

- a) Cancellation by hirer within 48 hours of date of hire forfeits 50% of the hire fee.
- b) Hirer is to negotiate cancellation of hire directly with caterer.
- c) If for some unforeseen valid reason (such as safety), MAC has to cancel the hire, no fee will be forfeited by the hirer.

8. TERMINATION

- a) MAC may terminate this agreement if the deposit is not paid within two days of the due date under clause 3;
- b) If a party is in breach of their obligations under clauses 4 and 5, the other party may give the party at fault written notice of the breach and give 2 days within which to remedy the said breach. If the breach remains unremedied the agreement can be terminated.