

**NOTES:**

Variables are in **red** and are to be entered by the Venue Owner. A Schedule of Fees and Charges for the Venue should be annexed to this Agreement (see clause 22(o)).

This document has been prepared for the exclusive use of the Victorian Association of Performing Arts Centres (VAPAC) and its members. No other party may use this agreement and liability to any such party is expressly excluded.

VAPAC gives no guarantee, and does not warrant, that the contents of this document addresses all matters, or addresses matters in the manner, which may be relevant or necessary for the grant of licences by particular Venues or Venue Owners. This document does not purport to be legal advice or taxation advice. Venue Owners should carefully consider the content and seek their own legal advice before using this document to ensure that it meets the requirements of each Venue and Venue Owner and that it is properly completed. This document is made available to Venue Owners on condition that Venue Owners using this document release VAPAC from any and all liability resulting from or arising out of such use. Use of this document is confirmation of the acceptance of this condition.

**This note must be retained in this document and each copy of this document and may only be deleted from a version completed and ready for execution by a specific Customer.**

**VAPAC Venue Owner**  
NAME AND LOGO

# Hire Agreement

Contract No.

This Agreement is made between **VAPAC Venue Owner** ABN of **Address** and the Customer named in the Agreement Details ("**you/your**"). This Agreement consists of the Agreement Details and the Terms and Conditions. By signing this Agreement, the parties accept the Agreement Details and the Terms and Conditions.

## Agreement Details

### 1. About the Customer (you)

Customer Name:	
Address:	
Customer's Authorised Agent:	
Phone:	
Fax:	
Email:	
Postal Address:	

## 2. About VAPAC Venue Owner

Address:	
VAPAC Venue Owner's Authorised Agent:	
Phone:	
Fax:	
Email:	
Postal Address:	

## 3. Hiring details

Venue name:	
Venue address:	
Location:	Name of area/room to be hired within the venue
Event Name:	
Event Information:	Insert details of all information the Venue Owner requires from the Customer about the Event and the Customer's requirements. Alternatively use the words "As Annexed to this Agreement" and attach an annexure (e.g. pro forma information collection sheet) setting out the required information.
Event Information Due Date:	For example, 10 business days before the start of the Booking Period
Booking Period from: Booking Period to: (If the booking is for a series of performances, or there is insufficient room, please attach a separate sheet to indicate specific times and days)	
Public Liability Insurance Minimum Amount:	
Name of Insurer, Policy Number and Expiry Date:	
Event Prepayment Amount:	
Event Prepayment Due Date:	
Fees & Charges Due Date:	For example, 7 days from date of invoice
Catered Event?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Catering Prepayment Due Date:	For example, 5 business days before the start of the Booking Period. Not applicable if the catering is to be provided by the Customer's Caterer (refer to the alternatives of clause 4)
Catering Fee Due Date:	For example, 7 business days from date of invoice. Not applicable if the catering is to be provided by the Customer's Caterer (refer to the

	alternatives of clause 4)
<b>House Seats:</b>	For example, seats B10 to B20 inclusive
<b>Special Conditions:</b>	Insert only where there are additional conditions needed or where any of the standard terms or conditions are to be amended.

### Signing

Signed for <b>VAPAC Venue Owner</b> by name of authorised Agent, position of authorised Agent	
.....	.....
Signature	Name

Signed by the Customer on ..... / ..... / .....	
.....	.....
Signature of Customer or person signing for the Customer	Signature of witness
.....	.....
Name of person signing above	Name of witness

# Terms and Conditions

Please note: Terms with capital letters are defined in clause 22.

## 1. Your booking of Location

- a. As long as you comply with this Agreement, you and your Guests may use the floor space of the Location and any conveniences and normal furnishings in the Location during the Booking Period.
- b. You and your Guests may also use any electricity or water supplied to the Location for reasonable purposes in connection with the Event during the Booking Period. **VAPAC Venue Owner** does not guarantee the continuance or adequacy or quality of electricity or water supply for your purposes even if you have made them known to **VAPAC Venue Owner**.
- c. Your right and that of your Guests to use the Location is a non-exclusive licence only. You and your Guests do not have the right to exclude **VAPAC Venue Owner** from the Location, even during the Booking Period.
- d. You acknowledge that **VAPAC Venue Owner** may use, or make available for use by other parties, other parts of the Venue. You agree not to interfere with any such use and to ensure that your Guests do not interfere with any such use.
- e. You must use the Location only for the Event and uses reasonably incidental thereto. You must not use the Location, or allow the Location to be used, for any other purpose during the Booking Period.
- f. You must not use or employ any personnel at the Location, whether on a volunteer or paid basis, other than with prior approval from **VAPAC Venue Owner**.
- g. If the law obliges you to obtain a licence or permit to use the Location or for anything you or your Guests do at the Location, you must obtain and comply with the licence or permit.
- h. **VAPAC Venue Owner** agrees to use reasonable endeavours to supply requirements for catering (if this Agreement is for a Catered Event) and Additional Services that you request **VAPAC Venue Owner** to supply (if **VAPAC Venue Owner** agrees to supply the requested Additional Services).
- i. Unless specified in the Event Information and agreed by **VAPAC Venue Owner**, **VAPAC Venue Owner** is not obliged to provide or make available any equipment for use by you in respect of the Event.
- j. You must ensure that all persons using or operating any equipment at the Location or in respect of the Event (whether or not the property of **VAPAC Venue Owner**) has the experience, training, licences and qualifications required to properly and lawfully operate that equipment.

## 2. Set-up of Location

- a. By prior agreement with **VAPAC Venue Owner**, you may be given access to the Location before the start of the Booking Period to get the Location ready for use during the Booking Period under this Agreement. In that event:
  - i. you and your Guests will have a licence to come onto the Location during the time or times agreed by **VAPAC Venue Owner** but only for the purpose of getting the Location ready for use during the Booking Period under this Agreement;
  - ii. **VAPAC Venue Owner** may revoke that licence at any time; and
  - iii. the conditions of this Agreement apply (with any necessary modifications) while you or your Guests are on the Location for the purpose of getting the Location ready for use during the Booking Period under this Agreement.

## 3. Things you must do to keep the booking

- a. The following table sets out things you must do in order to keep the booking of the Location, and when you must do them.

<b>What you need to do</b>	<b>When</b>
Sign and return this Agreement to <b>VAPAC Venue Owner</b>	The Event Prepayment Due Date specified in the Agreement Details
Pay the Event Prepayment	The Event Prepayment Due Date specified in the Agreement Details
Give VAPAC Venue Owner the Event Information	The Event Information Due Date specified in the Agreement Details
Give <b>VAPAC Venue Owner</b> evidence of insurance in accordance with clause 14	The Event Information Due Date specified in the Agreement Details
Pay the Catering Prepayment as directed by <b>VAPAC Venue Owner</b>	The Catering Prepayment Due Date specified in the Agreement Details
Pay the Fees & Charges or <b>VAPAC Venue Owner's</b> estimate of the Fees & Charges	The Fees & Charges Due Date specified in the Agreement Details
Pay for the Additional Services in the amount agreed between you and <b>VAPAC Venue Owner</b> or otherwise determined by <b>VAPAC Venue Owner</b>	The Fees & Charges Due Date specified in the Agreement Details
Pay the Catering Fee as directed by <b>VAPAC Venue owner</b>	The Catering Fee Due Date specified in the Agreement Details
Submit any advertising for the Event for approval by <b>VAPAC Venue Owner</b>	For example, 48 hours prior to its intended placement