

TAMBORINE MOUNTAIN CREATIVE ARTS INC.

To be completed by the Applicant

VENUE HIRE AGREEMENT

Name/Organisation	
Address	
Mobile	
Email	
ABN	

BOOKING DETAILS

Tick room required	Main Hall	Craft Room	Pottery				
Room Hire fees	4 hour session \$35 All day \$70	4 hour session \$35 All Day \$70	4 hour session \$50 All Day \$100				
Tick Day Required	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Session required	AM	PM	All Day				
Function/Activity							
Insurance	Attach Certificate of Currency re Public Liability to the value of \$20 million						

PAYMENT DETAILS

Indicate	Weekly	Monthly
Bank Details	Tamborine Mountain Creative Arts Inc.	
Suncorp Australia	BSB	484 799
	Account Number	167 868 880

ACCEPTANCE OF HIRE AGREEMENT

In making this application I expressly acknowledge and agree that:

- I have fully read and understand the Community facilities Hire Agreement.
- Where the hirer is a company or an incorporated association, I am authorised to sign this Agreement on their behalf.
- I am over the age of 18 years.
- I and anyone I invite or allow to be on or use the Community Facility will fully comply with all requirements detailed in the Terms and Conditions of this Hire Agreement.
- In creating this agreement Tamborine Mountain Creative Arts Inc does so in good faith relying upon the information contained in the Hire Application and any additional information provided by the Hirer entering into this Agreement
- I have been provided with adequate opportunity to seek legal or other advice in relation to the Tamborine Mountain Creative Arts Inc. Agreement.
- I have put in place and maintain the Insurance arrangements required by Tamborine Mountain Creative Arts Inc. for the whole period of hire; and
- Will pay all Fees and Charges in accordance with this Agreement and any other applicable Tamborine Mountain Creative Arts Inc. policies.
- Adjustments or alterations to this Agreement without prior consent from Tamborine Mountain Creative Arts Inc. will deem this Agreement invalid.

Signed by the Hirer		Signed on behalf of TMCA	
Print Name in full		Print Name in Full Position	
Date		Date	

Contact - Chris Organ - Booking Officer- 0408 828 345

- For any queries regarding the Agreement, and Cancellations
- Or In the event of any emergency.

TAMBORINE MOUNTAIN CREATIVE ARTS INC.

VENUE HIRE AGREEMENT

TERMS AND CONDITIONS

1. Application

The Hirer must be over the age of 18 years.

The Hirer (or an adult nominated by the Hirer) must be in attendance at all time during the time of hire.

The Hirer must disclose an accurate description of the purpose of hire and the venue only can be used for the manner described.

2. Cancellations – Permanent Bookings – Cancellations must be notified 1 week in advance.

If TMCA are unable to re book the room for the session cancelled - then no refund will apply.

Casual Hire - to be paid in advance - no refund on cancellations.

3. No Smoking

4. Facility Use Damage

The Hirer must disclose if they intend to use any of their own equipment (particularly ensuring any electrical equipment is tested and tagged.) These items must be removed from the premises at the conclusion of the hire period.

No animals shall be allowed on the premises without the consent of Tamborine Mountain Creative Arts. Inc.

The Hirer will be responsible for any theft or damage caused to the venue or fixtures, furniture or equipment excluding reasonable wear and tear. Any damage caused will be repaired by TMCA at the hirer's cost.

TMCA will not be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify TMCA against any such actions.

The hirer will ensure any necessary permits/permissions are obtained for matters such as copyright and the use of music in public and indemnifies TMCA for any such breach. The hirer is responsible for any penalty arising from reported breaches.

5. Cleaning

The Hirer will be responsible for ensuring that the venue is left in a clean and tidy condition. This includes returning furniture and equipment to its original positions, placing garbage into the bins provided or removing it from the venue.

6. Liability

The use of confetti and fireworks is prohibited.

Any decorations used must be removed after the function and must not interfere with ceiling fans, light fixtures and fire/smoke alarm detectors or air conditioners. If the above is not adhered to any additional cleaning or repairs will be performed by TMCA at the hirers expense.

7. Release and Indemnity

The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless TMCA, its office bearers and member against all claims and demands made or the costs or expenses incurred in connection herewith.

- a. Any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at/or occupying the facility and in all activities in connection herewith, due to any cause;
- b. Any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation of use.
- c. Loss or damage to any private property.
- d. Any and all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.

In addition, the hirer must not do, or neglect to do, or permit to be done or leave undone, anything which will affect TMCA's Insurance Policy or policies relative to fire or public risk in connection with the facility. The hirer thereby indemnifies TMCA to the extent that such policies are affected through any such act of commission or omission.

8. High Risk Activities

Should TMCA determine your proposed event is of a high-risk nature, it reserves the right to reject your application.

9. Keys

Loss of keys will incur a full replacement fee.

10. Safety

The Hirer must ensure that the hire is conducted in a safe manner. You must make yourself aware of all fire exits, fire extinguishers and the emergency evacuation plan for the venue. Fire exits must be kept clear at all times.

11. Directions

The hirer and persons under his or her direction shall forthwith obey all directions or orders given by TMCA Executive as to the Management of the facility and functions being conducted therein.

The hirer shall be held responsible for the actions of all and every person attending the event.

12. Privacy

The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes.

13. Right of Free Access

The right of free access to any part of the facility at all times is reserved for members of TMCA.