**COMMUNITY & RECREATION FACILITIES**

**HIRER AGREEMENT
ABN: 81 065 027 868**

**BETWEEN** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A Community Operating Committee, Incorporated Association, or Licensee/Agent delegated Council authority to operate community & recreation facilities on behalf of Lake Macquarie City Council.

**AND** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Hirer (“The Hirer”)

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: Home: Mobile: Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COMMUNITY FACILITY**

**TO BE HIRED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PURPOSE OF FACILITY HIRE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Commencement Date of Hire**: |  / /  | **Final date of Hire** |  / / |

**FREQUENCY OF HIRE:**

 One off, Daily, Weekly, Monthly, Seasonal

**To pay the fee of $ (GST included) for the hire of the facility as per Councils** [**Fees and Charges**](https://fees.lakemac.com.au/Fees/Public/Tree/LMCC)

|  |  |  |  |
| --- | --- | --- | --- |
| **Details:** | **Start Time** | **End Time** | **No. of Users** |
| **Monday** |  |  |  |
| **Tuesday** |  |  |  |
| **Wednesday** |  |  |  |
| **Thursday** |  |  |  |
| **Friday** |  |  |  |
| **Saturday** |  |  |  |
| **Sunday** |  |  |  |
| **Weekly (office)** |  |  |  |
| **Weekly (Storage)** |  |  |  |

**Insurance** – Refer Terms & Conditions of Use (reverse side of this form)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Policy Holder:** |  | **Club/Association** |  | **Insurance Company** |  |
| **Policy Number:** |  | **Policy Type** |  | **Sum Insured:** |  | **Expiry Date** |  |

**Permits (Please provide documentation**

|  |  |
| --- | --- |
| **Liquor Licence** |  |
| **Other** |  |
|  |  |
|  |  |

I (Hirer’s representative) agree that I have read the Conditions of this Hirer Agreement (see reverse) and agree to abide by them. I hereby certify that the information supplied in this application is correct to the best of my knowledge.

 \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Council’s delegated authority Signature of Hirer’s representative

Dated: Dated: \_\_\_\_\_\_\_\_\_

**\*This document will become a Tax Invoice upon payment\***

 **Lake Macquarie City Council**

**Conditions for Community & Recreation Facility Hirer Agreement**

**(To be retained by the hirer)**

**Conditions:**

* The hirer is to pay the fee and/or bond as shown on the Community Facility User Agreement and make payment within 28 days of booking the facility.
* Proof of identity (photographic ID) must be sighted at the time of booking a Council facility.
* The hirer must ensure all music and noise levels are kept at an acceptable level (including entering and leaving the premises). Music, noise and use of floodlights must cease at 10:30 pm and the facility vacated by midnight.
* The hirer must comply with NSW Government Smoke-free Laws.
* The hirer must ensure the facility and/or grounds are clean and left in a tidy condition before vacating the facility at the end of the time of hire. Hirers must remove all rubbish and bottles from the facility after the hire period.
* The hirer must obtain a Liquor License from the Police when alcohol is to be **sold** at the facility.
* The hirer must advise Police of the time, date and location of the event at a Community Facility when alcohol is not sold but **provided** by the Hirer or participants.
* The hirer must provide security at the facility if the Booking Officer has assessed that the event for which the hirer is using the facility has an increased risk to the facility or its surrounding environment.
* The hirer must follow Council’s guidelines for Food Handling, if food is to be prepared or sold at the facility.
* The hirer must turn off facility lighting and secure all windows and doors before vacating the facility.
* The hirer may incur costs for cleaning, repairing or replacing any part of the premises, its fixtures, fittings or equipment damaged or destroyed during the hire period.
* The hirer is to return the keys for the facility to the Booking Officer/Agent/Council at the earliest opportunity on the first business day following the hire period. In the event the keys are lost, Council will invoice the hirer as per the pricing policy to recover the costs of replacing keys and change of locks if required.
* The hirer accepts full responsibility for any loss or damage to any personal property (including money, jewellery and credit cards), and property on hire or loan, which is in the facility in connection with or because of its hire.
* The hirer accepts responsibility for the facility grounds and the immediate area surrounding the facility, as the bond also covers these areas when hiring a Council facility.
* The hirer accepts full responsibility for damage or injuries to third parties (outside the group) as a result of willful misconduct by the hirer or a member of the group.
* The hirer understands the emergency management procedures outlined in the Lake Macquarie City Council Emergency Response Guide, located at each facility.
* The hirer is responsible for the provision of first aid equipment.
* Incorporated associations and businesses must provide public liability insurance for a minimum sum insured of $20,000,000.
* Cancellation Fees – the full usage fee will be charged for bookings cancelled with less than 48 hours’ notice. Fifty percent of the usage fee will be charged for bookings cancelled with 48 hours to one week’s notice.
* You agree to indemnify Lake Macquarie City Council and the delegated authority for any loss.
* You indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs defending or settling any action or claim) in respect of:
	+ Loss of, loss of use of, or damage to property of Council; or
	+ Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

resulting from or by reason of anything done or omitted to be done by You arising out of your activities undertaken at or near Council’s Facility. Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to injury, damage or loss.

**Breach of Terms**

Any breach of the above terms entitles the Booking Officer/Agent/Council Ranger to terminate the agreement and to require the immediate vacating of the Facility. The Booking Officer/Agent/Council shall be entitled to apply the whole or any part of the bond to remedy any breach of this agreement and demand from the hirer any balance owing to it on behalf of the Council, if the bond is insufficient to meet the cost of remedy. The Booking Officer/Agent/Council shall be entitled to recover from the hirer the cost of remedying or rectifying any breach of the agreement including legal and court costs of such recovery.