



Quarry Amphitheatre

HIRE AGREEMENT

2018/2019



PREAMBLE

This document applies to the hire of the Quarry Amphitheatre and is made up of Part A – Terms and Conditions and Part B – Application for Hire, which once approved by the Town, together forms the Agreement for the Approved hire of the Quarry Amphitheatre by the Hirer, subject to payment of the applicable Security Bond.

PART A - TERMS AND CONDITIONS

1. DEFINITIONS

Agreed Use means the agreed use as described in clause 4 of the Application for Hire.

Agreement means the contractual Agreement between the Town of Cambridge and the Hirer for the use of the Quarry Amphitheatre constituted by:

- (a) This Part A – Terms and Conditions
- (b) Part B – Application for Hire signed by the Hirer and approved by the Town; and
- (c) All schedules (including their attachments) referred to in this Agreement.

Approved means approved in writing from time to time by the Quarry Amphitheatre Management.

CEO means Chief Executive Officer of the Town of Cambridge

Claim means any demand, action, claim or proceeding of any kind, including under this agreement, at law, in equity or under statute.

Event means project, exhibition, conference, private event, performance or other agreed undertaking forming the Agreed Use.

Hirer means the Approved person or body specified in Part B of this Agreement, and, where the context permits, includes the Hirer's employees, agents and contractors.

Parties means Town of Cambridge and the Hirer jointly.

Patrons means all persons who attend at or enter on any part of the Quarry Amphitheatre for the purpose of viewing or participating in an Event other than the Hirer.

Quarry Amphitheatre means the Quarry Amphitheatre - 1 Waldron Drive, City Beach 6015

Quarry Amphitheatre Management means the person(s) authorised by the Town to manage the Quarry Amphitheatre

Quarry Caterer means the caterer contracted by the Town from time to time to provide catering services at the Quarry Amphitheatre.

Security Bond means monies paid or credit card detail held in advance by the Hirer to the Town to cover any costs which may be liable by the Hirer for any damage, cancellation, loss and non-payment of fees and charges caused as a result of the hire of the Quarry Amphitheatre by the Hirer

Security Bond Statement means a statement issued to the Hirer by the Town outlining details of Security Bond payable by the Hirer for cash bonds only.

Town means Town of Cambridge.

Risk Management Plan means a report that identifies, evaluates and mitigates risk associated with an activity.

2. APPLICATION AND BOOKING PROCEDURE

2.1 General

- 2.1.1 All bookings are subject to the Town's Council Policy 2.1.31 - Quarry Amphitheatre Bookings (see Schedule 1 attached).

2.2 Booking Procedure

- 2.2.1 Hire of the Quarry Amphitheatre can only be made upon the submission of a completed and signed copy of Part B - Application for Hire form.
- 2.2.2 The Hirer accepts that annual dates that have historically been available are not guaranteed.
- 2.2.3 Town will assess the availability of the venue and the suitability and strength of the application using the assessment criteria outlined in the Bookings Policy.
- 2.2.4 If the Application for Hire is acceptable, the Town shall make a booking offer by returning a counter signed copy of the Application to the Hirer, together with a Security Bond Statement (if applicable).
- 2.2.5 Non regular Hirers must pay the cash Security Bond in full within 14 days of the date of the Security Bond Statement.
- 2.2.6 Once the Security Bond is paid in full the booking is confirmed.
- 2.2.7 If the Security Bond is not paid in accordance with the Bookings Policy 2.1.31, the booking date will be released by the Town.
- 2.2.8 All Security Bonds and production payouts will only be processed and refunded in the name of the Hirer.
- 2.2.9 If the Application for Hire is declined, the applicant shall be advised in writing.

2.3 Subletting

- 2.3.1 The Hirer must not sub-let any space within the Quarry Amphitheatre, including but not limited to the Amphitheatre, Café, Cavern or Car Parks under any circumstances.

3. HIRE FEES AND CHARGES

3.1 General

- 3.1.1 The Hirer agrees to pay all fees and charges associated with the hire of the Quarry Amphitheatre and comply with all payment terms specified in this Agreement.
- 3.1.2 The hire fees and charges payable by the Hirer will be in accordance with the Town Schedule of Fees and Charges (see Schedule 2 attached) (Fees and Charges), which forms part of this Agreement.
- 3.1.3 All fees and charges quoted by the Town include GST and are subject to annual review on 1 July each year.
- 3.1.4 Fees and charges quoted prior to the Event are a best estimate only and the Hirer agrees to pay variations to the original quote if additional goods and/or services are requested by the Hirer.

3.2 Ticket Sales

- 3.2.1 All ticketed events within the Quarry Amphitheatre must be ticketed exclusively by the Town's ticketing contractor.
- 3.2.2 All ticketed events at the Quarry Amphitheatre can only be ticketed with Reserved and General Admission seating tickets according to the current seating plan.
- 3.2.3 The Quarry Amphitheatre does not permit the sale of Hard Tickets by the hirer. In the case of a charity event where the proceeds of ticket sales are to be donated to a registered charity the sale of hard tickets may be permitted with the prior approval of the CEO.
- 3.2.4 The Hirer must limit the number of people and ticket sales in the Quarry Amphitheatre so as to not exceed the maximum capacity.
- 3.2.5 The Town receives all ticket sales revenue from its ticketing contractor (excluding approved hard ticket sales) and forwards event revenue to the Hirer, less the applicable Town Fees and Charges.

- 3.2.6 For approved hard ticketed events where the Hirer directly manages ticket sales, the Town's payment terms are 14 days from date of invoice.
- 3.2.7 The use of complimentary tickets must not exceed 55 per performance. The use of complimentary tickets above 55 per performance may be permitted with prior approval of the CEO.

3.3 Merchandising

- 3.3.1 The Hirer must pay to the Town by way of commission ten percent (10%) (exclusive of GST) of gross sales on all programs and other merchandise items sold within the Quarry Amphitheatre.
- 3.3.2 The Hirer shall bear the cost of any expenses incurred in the sale of merchandise.

3.4 Security Bond

- 3.4.1 The Hirer must pay the Security Bond to the Town to cover any costs which may be liable by the Hirer for any damage, cancellation, loss and non-payment of fees and charges caused as a result of the hire of the Quarry Amphitheatre by the Hirer. Refer to the Hirer's acknowledgement and consent on page 16.
- 3.4.2 The Security Bond payable by the Hirer is in accordance with the Town's Schedule of Fees and Charges (see Schedule 2 attached) (Fees and Charges), which forms part of this agreement.
- 3.4.3 Following completion of a post event inspection by Quarry Amphitheatre Management and payment of all fees and charges in full, the Security Bond shall be returned to the Hirer less any monies retained for repair of damage, cancellation, losses and non-payment for which the Hirer is liable.
- 3.4.4 The Town agrees to refund the Security Bond less any monies retained by the Town in accordance with this clause within 10 working days after the completion of the Event.

3.5 GST

- 3.5.1 In this clause the expressions "adjustment note", "consideration", "GST", "input tax credit", "supply", "tax invoice", "recipient", and "taxable supply" have the meaning given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.
- 3.5.2 Unless otherwise stated, all amounts payable or consideration provided under this Agreement include GST at the rate of 10%.
- 3.5.3 If the rate of GST is varied, the consideration payable for any supply under this Agreement will be varied to reflect the change of rate.
- 3.5.4 If this Agreement requires a party to reimburse or indemnify the other party for any expense, loss or outgoings ("reimbursable expense") the amount required to be paid by the first party will be the sum of:
 - (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense ("net amount"); and
 - (b) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply
 such that after the other party meets the GST liability, it retains the net amount.

4. CATERING AND LIQUOR

- 4.1 The Hirer and associated parties are not permitted to BYO food and beverages, including alcohol, into the Quarry Amphitheatre and must procure all food and beverages from the Quarry Caterer.
- 4.2 The Hirer must make all catering arrangements for an Event direct with the Quarry Caterer. All catering deposits and charges will be in accordance with the Quarry Caterer's standard fees and charges (as approved by the Town) and will be payable by the Hirer direct to the Quarry Caterer.
- 4.3 The supply of beverages or food from sponsors is only permitted at the discretion of the Town and the Quarry Caterer.

- 4.4 Confirmation of catering arrangements, including relevant charges, will be carried out in accordance with the Quarry Caterer's contract with the Town.
- 4.5 The Town is not liable for any default by either party in the provision of catering services in connection with this Agreement

5. MARKETING AND PROMOTION

5.1 General

- 5.1.1 Commencement of any advertising is not permitted until this Agreement is approved by the Town and the Security Bond has been paid in accordance with clause 2.2.5.

5.2 Approval

- 5.2.1 All proposed promotional material that promotes or advertises the Quarry Amphitheatre is subject to the Town's prior approval.

5.3 Display of Promotional Materials

- 5.3.1 No signage or display material is to be nailed, screwed, stapled or adhered to any surface at the Quarry Amphitheatre without the prior approval of the Town.
- 5.3.2 Arrangements to display promotional material for or on behalf of the Hirer at the Quarry Amphitheatre must be approved by the Town prior to display.
- 5.3.3 Any free standing signage or promotional material to be distributed at the Quarry Amphitheatre by or on behalf of the Hirer must be submitted to the Town for approval as to content, distribution and safety prior to display or distribution.
- 5.3.4 The Town at its absolute discretion, reserves the right to remove any promotional material, including signage, at the Hirers cost, that is deemed excessive, unsafe or in breach of this Agreement.

5.4 Use of Quarry Amphitheatre logo

- 5.4.1 If the Hirer proposes to use the Quarry Amphitheatre name, logo, website and contact details they must be reproduced and used only in a format approved by the Town.
- 5.4.2 In the event that the Town provides discounted fees or a fee waiver on hire charges, the Hirer agrees to use the Town's logo on all promotional advertising, whether hard, soft or internet, subject to the prior approval of the Town.

5.5 Distribution of Quarry Amphitheatre Information and Signage

- 5.5.1 Quarry Amphitheatre Management reserves the right to display its own advertising material at any time. The Hirer also permits the Quarry Amphitheatre's authorised personnel to distribute to any Patrons any circular, brochure or information sheet.

6. STAFFING

- 6.1 If the Town notifies the Hirer that security guards are required, the Hirer agrees, at the Hirer's expense, to provide professionally qualified security guards for the duration for the Event and until the Quarry Amphitheatre is completely vacated following the Event.
- 6.2 No setting up or dismantling of production items shall be carried out by the Hirer except in the presence of an authorised officer of the Town.
- 6.3 A Town appointed Duty Manager will be required at the Event at the Hirer's expense.
- 6.4 For every ticketed event a minimum of two Town appointed ushers are required at the Hirer's expense.

- 6.5 Additional ushers can be supplied by the Hirer subject to the approval of Quarry Amphitheatre Management. Generally approval will not be refused provided the ushers:
- are over 18 years of age;
 - have completed the Towns venue induction;
 - remain under the supervision and direction of the Town's Duty Manager and;
 - agree to perform tasks including but not limited to ushering, ticketing, cleaning, emergency evacuation and upholding safety standards.
- 6.6 The Hirer agrees to pay all staff costs, including costs of staff appointed by the Town, associated with hiring the Quarry Amphitheatre and until the Quarry Amphitheatre is completely vacated following the event.

7. PLANT AND ELECTRICAL INSTALLATIONS

- 7.1 The Hirer must not carry out any work on, interfere with or overload any fittings, connectors or equipment relating to the supply of water, gas, electricity, heating, cooling or lighting to any part of the premises.
- 7.2 Unless caused by negligence of the Town, the Town shall not at any time be in any way or on any ground whatsoever be liable for the failure or non-working of the air-conditioning plant, the electric plant and/or the electrical fittings contained in the Quarry Amphitheatre or the non-supply of electric power or water to the Quarry Amphitheatre.

8. AMPHITHEATRE EQUIPMENT

8.1 Equipment Requirements

The Hirer shall deliver to Quarry Amphitheatre Management not later than 15 business days prior to the Event(s) full particulars of the Hirer's technical, staging and labour requirements in a format acceptable to Quarry Amphitheatre Management and will promptly inform Quarry Amphitheatre Management of any subsequent change or variation to those particulars.

8.2 Additional Equipment

- 8.2.1 If the Hirer wishes to use their own sound, lighting or other electrical devices and mechanical equipment this must be of a standard acceptable to Quarry Amphitheatre Management and accordingly the Hirer is required to submit upon request, such equipment for inspection and approval by Quarry Amphitheatre Management or its authorised officer.
- 8.2.2 Where external equipment is hired for the Event at the request of the Hirer the cost of the hire, delivery, removal and installation of this equipment will be borne by the Hirer.
- 8.2.3 Any electrical equipment brought in to the Quarry Amphitheatre must be tested and tagged as per applicable Australian Standards. Any electrical equipment identified by Quarry Amphitheatre Management as being potentially unsafe will be disconnected and removed from the premises.

8.3 Failure to Remove Equipment

- 8.3.1 The Hirer agrees to dismantle and remove all production equipment by 9:00am the day after the Event and return the Quarry Amphitheatre lighting system to 'house' settings to the satisfaction of the Town.
- 8.3.2 The Hirer shall incur hire charges at the non-performance rate for any equipment or property that interferes with subsequent events not removed from the Quarry Amphitheatre by the time referred to in clause 8.3.1.
- 8.3.3 The Town takes no responsibility for any equipment remaining in the Quarry Amphitheatre after the designated finish time, as specified in Clause 8.3.1.
- 8.3.4 Any production items or equipment left unclaimed or uncollected after the Event may be disposed of by the Town at the Hirer's cost without notice.

8.4 Town Property and Equipment

- 8.4.1 The Town may make available for use by the Hirer at the Hirer's cost such facilities, furniture, fittings, equipment and services as are required by the Hirer, but the Town will not be responsible for the adequacy or suitability of such facilities, furniture, fittings, equipment or services.
- 8.4.2 All equipment, furniture, fittings and other property of the Town remains the property of the Town.

9. SAFE AND PROPER USE

9.1 Safe and Proper Use of the Amphitheatre

The Hirer will use the premises and its facilities and its equipment in a safe proper and efficient manner to the satisfaction of Quarry Amphitheatre Management and will immediately comply with any direction given by Quarry Amphitheatre Management or authorised officer in connection with the safe and proper use of the premises and its facilities and equipment and the Hirer will:

- (a) At the request and direction of the Town, the Hirer must, at its own cost, prepare and submit a Risk Management Report relating to its activities during the period of hire, for approval by the Town.
- (b) Ensure its employees, agents and sub-contractors of the Hirer are knowledgeable of/and observe, all procedures as provided by the Town to the Hirer from time to time;
- (c) vacate the dressing rooms and stage area of the Quarry Amphitheatre within two hours following the Event; and
- (d) Leave the Quarry Amphitheatre and its facilities and equipment in a clean, safe and proper condition to the satisfaction of Quarry Amphitheatre Management or authorised officer.

9.2 Alterations

The Hirer will not make any alterations or additions to the structure or the fittings or decorations or furnishings or facilities or equipment of the Quarry Amphitheatre.

9.3 Additions

- 9.3.1 The Hirer will not provide any additional decoration or furnishings to the Amphitheatre without prior approval from the Town.
- 9.3.2 The Hirer must not install portable toilets or any other additional sanitary services without the prior approval of the Town. The Hirer agrees to contract these services to a third party and meet all costs relating to approved installation of additional sanitary services.
- 9.3.3 The Hirer must not nail, screw, staple or adhere anything to the stage and agrees to only use the stage anchor points provided.
- 9.3.4 The Hirer must not paint production items on the stage at any time.

9.4 Obstructions

The Hirer must not obstruct any stair, exit, emergency access or path of travel within the Quarry Amphitheatre.

9.5 Traffic Management

- 9.5.1 The Hirer must not bring into the Quarry Amphitheatre any large articulated vehicle without the prior approval and arrangements with Quarry Amphitheatre Management. All vehicular movement on site must be managed in line with strict traffic management protocols.

9.6 Dancing

The Hirer acknowledges that the Quarry Amphitheatre does not provide a stage or surface suitable for dancing in any capacity. Any dancing that takes place on the stage is at the Hirer's risk.

10. AGREED USE

10.1 Date / Time of Event

The Event will be held on the date or dates as referred to in Part B Application for Hire and only in such numbers as are agreed.

10.2 Commencement

The Hirer will not commence the Event earlier or later than the starting time or times specified in Part B Application for Hire unless such change of time shall have been previously Approved.

10.3 Rehearsals

No unauthorised personnel shall be permitted to attend and view a rehearsal without the express permission of Quarry Amphitheatre Management. Where such permission is granted, Quarry Amphitheatre Management may engage such staff as it deems necessary in connection with the safe and proper use of the Quarry Amphitheatre and the Hirer will be liable for the cost of any extra staff engaged.

10.4 Security

The Quarry Amphitheatre is monitored 24 hours per day. Any unauthorised access by the Hirer its employees, agents or subcontractors causing a security call out will be charged to the Hirer at the invoiced cost.

10.5 St John Ambulance

The Hirer must, if required by the Town, arrange at the Hirer's cost for St John Ambulance to attend the Event for the duration of the event and patron attendance.

11. PROHIBITED ACTIVITIES

11.1 Vehicles on Stage

The Hirer, its employees, sub-contractors and agents must not drive any vehicle onto the stage at any time whatsoever.

11.2 Cooking

No cooking is permitted in any building at the Quarry Amphitheatre. Outdoor cooking is permitted upon prior approval from the Quarry Amphitheatre Management.

11.3 Smoking

- 11.3.1 Smoking is not permitted in any part of the Quarry Amphitheatre (including all external areas such as balconies, courtyards, grassed or landscaped areas and the car park).
- 11.3.2 The Hirer must not, and must ensure that its employees, sub-contractors, agents and all invitees, contractors, guests, artists and persons participating in, performing in or involved in the Event and all Patrons must not smoke at, on or in any part of the Quarry Amphitheatre.

11.4 Naked Flames

Naked flames are not permitted in any part of the Quarry Amphitheatre (including all external areas such as balconies, courtyards, grassed or landscaped areas and the car park) unless with prior approval from the Town.

11.5 Animals

With exception of Assistance Animals* any animal visiting the Quarry Amphitheatre or used in any activity undertaken on the premises must have prior consent from Quarry Amphitheatre Management and must be expertly cared for. The owner must take full responsibility for the animal(s) and must demonstrate compliance with relevant animal protection and welfare requirements.

**Assistance animals are defined by legislation to include guide dogs, hearing dogs and any other animal specially trained to assist a person with a disability.*

11.6 Anti-Social Activities or Content

Subject to clause 16.2 the CEO at his absolute discretion, may cancel any private or public event that promotes, incites or allows social unrest or violence or where the Hirer withholds information as to the nature of the event.

12. NO EXCLUSIVITY

12.1 Right of Entry

Quarry Amphitheatre Management and the Town's authorised officers shall have the right to enter at any time any room or area or part of the Quarry Amphitheatre.

12.2 Limits of Hiring

Quarry Amphitheatre Management reserves the right to use any other part of the Quarry Amphitheatre for any other purpose at the same time as the Hirer is occupying or using that part of the Quarry Amphitheatre specified in this Agreement.

13. CANCELLATION OF EVENT

13.1 General

- 13.1.1 The Quarry Amphitheatre is not responsible for the interruption or cancellation of bookings due to circumstances beyond its control. The Town will not be liable for any costs related whatsoever to the cancellation of a booking.
- 13.1.2 If the Hirer wishes to cancel an Event, the Hirer must notify Quarry Amphitheatre Management in writing. Notice of cancellation and applicable cancellation fees are as follows:
- (a) More than six months cancellation notice prior to the booking date, the Security Bond is refunded.
 - (b) From six months to four months cancellation notice prior to the booking date, the Security Bond is forfeited.
 - (c) From four months to two months cancellation notice prior to the booking date, the Security is forfeited and 50% of the venue hire fee is charged.
 - (d) Less than two months cancellation notice prior to the booking date, the Security Bond is forfeited and 100% of the venue hire is charged.

13.2 Inclement Weather

- 13.2.1 In inclement weather conditions, the Hirer must inform the Town of the intention to cancel the Event at least one hour before gates open.
- 13.2.2 If the Event is cancelled due to inclement weather conditions and there is no booked alternative date (a rain night), then the Hirer will be charged the full hire rate.
- 13.2.3 If the Event is cancelled due to inclement weather conditions and a rain night has been booked, the Hirer will be charged at the non-performance rate as detailed in the Fees and Charges for the cancelled booking.
- 13.2.4 In inclement weather conditions the Town reserves the right to delay or cancel part of, or cancel the whole Event subject to clauses 13.2.2 and 13.2.3

13.3 Strikes and power failures

- 13.3.1 The Town will not be liable to the Hirer for any loss of income or benefit or any liabilities which may be incurred by the Hirer or any other person for any damage, loss or injury to the Hirer or any person or to any goods or equipment owned operated or hired by the Hirer resulting from:
- (a) a strike by any employees or contractors engaged or employed by either the Town or the Hirer or any other person or group of people; or
 - (b) any interruption or cessation in the supply of water, electricity or any other type of power or energy to or at the Quarry Amphitheatre or the failure of any equipment owned, operated or hired by the Town for the supply of water or air conditioning or electricity or any other power or energy which may affect the Agreed Use, in whole or in part.

14. PERMITS AND LICENCES

- 14.1 The Hirer must have in place all necessary permits, licences and rights required to undertake their Event at the premises and are responsible for the payment of any taxes, levies and charges payable to any authority or third parties in connection with the Event.
- 14.2 Quarry Amphitheatre Management reserve the right to cancel the Hirer's Event if the Hirer and/or any subcontractor or employee of the Hirer has not obtained any licence(s) or permits necessary for the Event.

15. STATUTORY OBLIGATIONS

15.1 General

The Hirer warrants to the Town that it will comply with all applicable laws, including but not limited to, Commonwealth, State and Local Government Legislation including regulations and local laws applicable to the Event.

15.2 Emergency Evacuation

The Hirer must comply with the Quarry Amphitheatre Emergency Evacuation Procedure as detailed in Schedule 4 of this Agreement.

15.3 Copyright

- 15.3.1 The Hirer shall not infringe or breach the permit or suffer to be infringed or breached any copyright or performing right or any other protected right in connection directly or indirectly with the Event.
- 15.3.2 The Hirer warrants to the Town that it will obtain and maintain all copyright licenses required in association with the Event.
- 15.3.3 The Hirer shall, under no circumstances, allow a video camera onto the premises for the purpose of recording performances or rehearsals without approval from the Town and without an approved Australasian Mechanical Copyright Owners Society (AMCOS) license.
- 15.3.4 The Town reserves the right to take photographs for Town web site archives and reserves the right to apply for such authorisation directly from the artist or the artist's management.

15.4 Noise Pollution

- 15.4.1 The Hirer shall comply with the Environmental Protection (Noise) Regulations 1997 (Noise Regulations) and sound levels measured at the perimeter of the venue, as recommended by the Department of Occupational Safety and Health of Western Australia (DOSHWA).
- Monday to Friday inclusive 8am to 11pm - 50 Decibels
 - Saturday, Sunday and Public Holidays inclusive of 8am to 11pm - 45 Decibels
 - Monday to Sunday inclusive 11pm to 8am - 40 Decibels.

- 15.4.2 The Hirer shall be responsible for the payment of all fines and associated costs incurred as a result of non-compliance with either the Noise Regulations or relevant occupational safety and health requirements.
- 15.4.3 The Hirer shall ensure that any amplification of live performances or broadcasting of pre-recorded sounds using sound reinforcement systems shall cease between the hours of 11.45pm and 8am. For private events, subwoofers must be turned off at 10:30pm. Music can continue noting the above sound levels. Quite background music can continue from 11:30pm to 11:45pm.
- 15.4.4 The Hirer agrees to immediately comply with the Town appointed Duty Manager in any request to stop or reduce noise pollution.

15.5 Liquor Licensing

- 15.5.1 The Hirer agrees to comply at all times with the Liquor Licensing Act (1998) and all directions from time to time of the licensee of the Quarry Amphitheatre. The Hirer acknowledges and agrees that consumption of liquor is at the sole discretion of the licensee.
- 15.5.2 Under the Liquor Licensing Act (1998) the Hirer acknowledges and agrees that no smoking is permitted in any licensed area within the Amphitheatre.

15.6 Working with Children

- 15.6.1 If the Hirer employs, uses or directs persons less than 18 years of age in any capacity for any purpose, it is compulsory under the Working with Children Act (2004) for the Hirer, their representatives, volunteers, employees and contractors to hold a current Working with Children Certificate or Card. The Hirer, its representatives, employees, volunteers and contractors agree to produce such Certificates or Cards upon request of the Town.

16. FORCE MAJEURE

- 16.1 If at any time in the opinion of the CEO:

- (a) there is an emergency in the Quarry Amphitheatre due to an actual or imminent occurrence that causes or threatens to cause loss of life, injury, distress to people, danger to the safety of the public or any part of the public or destruction of or damage to property; or
- (b) the Quarry Amphitheatre is required, requisitioned or resumed for the use of a government or public authority for any public purpose by reason of emergency; or
- (c) the Quarry Amphitheatre is damaged, destroyed by act of war or in the course of resisting or repelling such action, is being repaired, remedied or made good or attempts are being made to do so as a result of such action; or
- (d) the use of the Quarry Amphitheatre for the Agreed Use is prohibited, obstructed or hindered by reason of any industrial action or act of God or flood or storm or fire or governmental order or direction or civic disorder; or
- (e) there is any interruption or cessation in the supply of water, air- conditioning or electricity or any other power or energy to Quarry Amphitheatre; or
- (f) there is any failure of any other equipment owned, operated or hired by the Town which is essential for the operation of the Quarry Amphitheatre; or
- (g) any event cause matter or thing occurs which is beyond the control of a party;

the CEO may immediately:

- (i) revoke or discontinue the hiring (as to whole or part) and terminate this Agreement; or
- (ii) postpone the period of use at the Hirer's cost to a later period determined by the CEO in its absolute discretion.

- 16.2 If the CEO revokes or discontinues the hiring under clause 16.1 the Hirer must pay to the Town within 7 days all money otherwise owing by the Hirer to the Town (if any), and the Town may forfeit the Security Bond.

- 16.3 The Town shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect consequence of the CEO's decision to revoke or discontinue the hiring or termination of this Agreement.

17. LOSS AND DAMAGE

17.1 Loss damage or injury

The Hirer must notify Quarry Amphitheatre Management immediately on becoming aware of any damage or loss to the Quarry Amphitheatre, its facilities or equipment and of any injury to any person whosoever in the Quarry Amphitheatre.

17.2 Repair and reinstatement

- (a) The Hirer must:
 - (i) repair and reinstate or pay the cost of repair or reinstatement for any loss or damage to the Quarry Amphitheatre, its facilities, furnishings, services and equipment caused by any act or omission whether wilful or otherwise by the Hirer its employees, subcontractors, agents, authorised officers, invitees, guests, artists or Patrons; and
 - (ii) immediately repay to the Town on demand any costs incurred by the Town in repairing and making good any damage so caused.
- (b) The Hirer shall keep the Town indemnified from and against all damages costs charges and expenses incurred by the Town in the consequence of such damage.

18. TERMINATION

18.1 Quarry Amphitheatre Management may terminate this Agreement by giving the Hirer two (2) days written notice where:

- (a) There has been a breach or default by the Hirer of any provision of this Agreement, including the failure to pay any sum due to the Town or the Quarry Caterer;
- (b) There is a serious likelihood, in the CEO's opinion, that damage may be caused to the Quarry Amphitheatre or any part of the Quarry Amphitheatre if the Hirer exercises their rights granted by this Agreement;
- (c) The Hirer is, or is likely to become, unable to pay any amounts due under this Agreement or any step is taken by any person (including the Hirer) which may result in the bankruptcy, winding up or insolvency of the Hirer;
- (d) The Hirer enters any scheme or arrangement or compromise or a receiver or administrator is appointed to any property of the Hirer; or
- (e) In the opinion of the CEO:
 - (i) the Event booked in the period of use conflicts with the balance of other events already booked at the Quarry Amphitheatre;
 - (ii) the Event is contrary to the best interests of the Town or the public; or
 - (iii) the Event is offensive, dangerous or prohibited by law.

18.2 If this Agreement is terminated by the Town under this clause, the Town may, without prejudice to any additional rights the Town may have, forfeit the Security Bond, retain any money paid to the Town by the Hirer and the Hirer must pay any amounts owing to the Town within 7 days.

18.3 The Town shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect consequence of the Town's decision to terminate this Agreement.

19. INSURANCE

19.1 The Hirer and the Hirer's Contractors must at its own expense effect and maintain the following insurance policies:

- (a) Public liability insurance for a minimum amount of twenty million dollars (\$20,000,000) in respect of each and every occurrence and unlimited in the aggregate ; and
- (b) Adequate worker's compensation insurance;

19.2 The Hirer and the Hirer's Contractors must provide the Town proof it holds the insurance in

clause 19.1 upon request. All insurance policies required to be taken out by this clause 19 must be with an insurer approved by the Town (such approval not to be unreasonably withheld), and be for an amount and cover the risks identified in clause 19.1.

20. INDEMNITIES

20.1 The Hirer will indemnify and keep indemnified the Town from and against:

- (a) all Claims for which the Town is or may become liable in respect of or arising from any accident, loss, damage, or injury to any person or property by reason of any act of default or omission on the part of the Hirer, its employees, agents, contractors, sub-contractors, authorised officers or invitees including or as a result of the Hirer's use of the Quarry Amphitheatre and its facilities;
- (b) all Claims for any loss, damage or injury caused by any officer of the Town or the Town's staff when acting under the direction order or control of the Hirer in connection with the Agreed Use;
- (c) all costs incurred by the Town if the Hirer does not proceed with the Agreed Use or cancels or postpones any performance or event (including costs incurred after and as a consequence of the Hirer's cancellation or postponement); and
- (d) all Claims for which the Town its employees, agents and authorised officers are or may become liable in respect of or arising from a breach by the Hirer of its obligations under this Agreement.

20.2 The Hirer will indemnify the Town against all Claims for any loss, damage or injury for which the Town is or may become liable as a result of any infringement or copyright or performance rights in connections with any musical, artistic or dramatic work being performed.

21. RISK

The Hirer uses and occupies the Quarry Amphitheatre for the period of use at the risk of the Hirer. The Hirer releases to the full extent permitted by law the Town and its employees officers authorised officers and agents from all Claims resulting from any accident, loss damage or injury to persons or property occurring in the Quarry Amphitheatre while occupied or used by the Hirer, provided that this release will not apply where such accident loss or damage is caused by an act or omission of the Town.

PART B - APPLICATION FOR HIRE

HIRER DETAILS	
Name of hirer (person, company, organisation)	
.....	
Contact person and title	
Postal address	
.....	
CONTACTS	
(B/H)	(A/H)
(FAX)	(MOBILE)
Email address	

HIRER EVENT STAFF	
Nominated Coordinator, Production Manager, Stage Manager and Technical Operators	
PERSON 1	
Name	Position
Phone	Email
PERSON 2	
Name	Position
Phone	Email
PERSON 3	
Name	Position
Phone	Email
PERSON 4	
Name	Position
Phone	Email

PRODUCTION PAYOUT	
Please indicate if you require the production payout as a cheque or EFT	
CHEQUE <input type="checkbox"/>	EFT <input type="checkbox"/>
If by EFT please provide the following:	
Account Name (Note: Name must be the same as the hirer (Section 1.1))	
.....	
Name of Bank	BSB
Account Number	
ABN	

EVENT DETAILS

Venue required

Quarry Amphitheatre (includes cafe lawn and cavern)

Quarry Cafe lawn only

Quarry Cavern only

Name of Event

Type of Event/Artist

Date of hire (1st preference) (2nd preference)

Date and time for bump in

Rehearsal date(s) and time

Gates open Event start time Event finish time

Last date of hire

Dates and times for bump out

Rain night provision YES NO

If yes, what date do you require

AMPHITHEATRE EVENT STAFF

The minimum requirement for the number of ushers and car park attendants is governed by the number of patrons and tickets sold.

No. patrons	Duty Manager	Ushers	Car park Attendant
0 - 200	1	2	
200 - 350	1	3	
350 - 500	1	4	1
500+	1	5	2

Please indicate the Amphitheatre event staff required and supplier:

Event staff	Provided by hirer	Provided by Amphitheatre
Duty Manager / FOH Manager	N/A	✓
Usher 1 and Zone Warden	N/A	✓
Usher 2 and Zone Warden	N/A	✓
Usher 3		
Usher 4		
Usher 5		
Car park Attendant	N/A	✓
Audio Operator	Upon Application	
Llghting Operator	Upon Application	
Security 1	Upon Application	
Security 2	Upon Application	
Security 3	Upon Application	

TICKETING

6.1 Complimentary House Tickets

6.1.1 The hirer agrees to reserve for the Town, a maximum of ten complimentary house tickets for each performance.

6.1.2 In the event of a cancellation, null and void tickets must be replaced with valid performance tickets for the same production, by the hirer.

6.2 Event Tickets

6.2.1 Ticket ordering is made by completing the ticket order form (Schedule 3 attached)

6.2.2 Do you require promoter complimentary tickets? YES NO
(Note: Subject to clause 3.2.7)

If yes, how many tickets do you require?

6.2.3 Do you require hard tickets to manage ticket sales? YES NO
(Note: Subject to clause 3.2.3)

If yes, how many tickets do you require?

HIRER'S ACKNOWLEDGEMENT AND CONSENT

I have read and understood the above information and agree to be bound by the Terms and Conditions provided in section (A) in the event that this application is Approved.

If the booking is made on behalf of any organisation, then I warrant that I am duly authorised by the organisation to be bound by these Terms and Conditions.

Signed (the Hirer) Date

Name

Company/Organisation Position

APPROVAL

Town of Cambridge accepts the Hirer's Application for Hire of Quarry Amphitheatre subject to and conditional upon payment of the Security Bond in full within 30 days.

Signed (for Town of Cambridge) Date

Name Position

SECURITY BOND DETAILS (required for all private events)

Credit Card Number	
Credit Card Type (Visa or Mastercard Only)	
Card Expiry Date (must be after the booking month)	
Name on Card (Name must be the same as Hirer above)	

Schedule 1 – Quarry Amphitheatre Bookings Policy 2.1.31

Schedule 2 – Quarry Amphitheatre Fees and Charges

Schedule 3 – Quarry Amphitheatre Ticketing Information and Order

Schedule 4 – Quarry Amphitheatre Emergency Response Procedures

Schedule 5 - Venue Guide