

**Goondiwindi Pastoral & Agricultural Society
General Ground Hire Agreement**

**PO Box 52,
323 Boundary Road,
Goondiwindi QLD 4390**

**Phone: 0437 809 415
Email: admin@goondiwindishow.com.au
ABN: 75 445 279 750**

SHOW SOCIETY (the Society)

Goondiwindi Pastoral & Agricultural Society

PROPERTY TO BE HIRED – provide a full list of facilities and areas requested in this use.

Please note we do not hire the Approved Caravan and Campgrounds out to third party hires. Fees and charges are subject to the areas and facilities requested for hire.

HIRER / OCCUPIER

CONTACT / RESPONSIBLE PERSON

CONTACT DETAILS:
PHONE NUMBER
EMAIL ADDRESS
POSTAL ADDRESS

HIRE PERIOD – means the period of actual hire and actual actively where the grounds are being used for your booked activity.

Commencement of Hire

Completion of Hire

This period is the period of paid hire. Include any days / evenings you hold events and functions ie a bar and registration event.

CLEANING SERVICES – The P&A Society will arrange for the hired areas to be cleaned on the commencement of period of paid hire.

Cleaning during and after the event is to be defined by the occupier and will be charged to the occupier at the cost of the cleaning services and goods consumed.

Include a full description of cleaning services you require, including how many times a day and any set times if applicable.

BOND – If applicable

[Where applicable - to be completed by the Show Society

HIRE FEE – to be completed by P&A Society after assessment of requested areas of hire.

[To be completed by the Show Society

DEPOSIT PAYMENT – If applicable

[Where applicable – to be completed by the Show Society

CLEANING SERVICE

[To be completed by the Show Society

CLEANING

[

CONSUMABLES

[

POTABLE WATER CONSUMED – Charged at cost

[To be completed by the Show Society

METERED ELECTRICITY CONSUMED – Charged at cost

[To be completed by the Show Society

METERED TRACTOR HOURS – Charged at hourly rate, note only approved list of operators to operate.

[To be completed by the Show Society

BALANCE PAYMENT

\$

BY SIGNING THIS HIRE AGREEMENT, THE HIRER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS HIRE AGREEMENT. THIS IS AN IMPORTANT DOCUMENT. PLEASE READ CAREFULLY BEFORE YOU SIGN. YOU MAY WANT TO SEEK INDEPENDENT ADVICE.

1 AGREEMENT TO HIRE

a) The Society permits the Hirer use of the Property for the Permitted Use subject to:

- i) the terms expressly set out in this agreement
- ii) all applicable rules, by-laws, and regulations of the Society.

2 HIRE FEE

a) The Hirer must pay to the Society the Hire Fee in the following manner:

- i) A 50% deposit to be received 14 days prior to the event
- ii) the balance of the Hire Fee to be paid within 5 working days of the issue of the tax invoice on conclusion of the Hire Period.

b) All payments made by the Hirer to the Society must be made without set-off, deduction or counterclaim.

c) The Hirer may be denied access to the Property until the total Hire Fee has been received.

d) Bond – A \$5000.00 bond is due 14 days prior to the event and is refundable upon final payment being received within the payment terms. The bond will be held until it is confirmed there are no damages to the grounds needing to be made good.

3 THE HIRER'S OBLIGATIONS

- a) The Hirer shall not remove any items such as fixtures, fittings, or structures from the Property.
- b) The Hirer shall only utilise facilities and zones as approved within the hire agreement.
- c) The Hirer shall not ride or drive through any other unauthorised zones.
- d) The Hirer shall keep the Property in good repair, order, and clean condition at all times during the Hire Period to the satisfaction of the Society.
- e) The Hirer must not cause or contribute to any damage to the showgrounds or the Property. Such damage must immediately be made good to the satisfaction of the Society at the Hirer's own cost.
- f) The Hirer shall not allow disconnection of or disruption to any utility or other services or alteration of or disruption to existing improvements with respect to the Property, without the Society's prior approval.
- g) The Hirer must use any property, goods, materials, services, or information provided by the Society:
 - i) At its own risk
 - ii) Using reasonable care; and
 - iii) In accordance with the Society's instructions, if provided.
- h) The Hirer is responsible for the safety and security of all people who attend the Property during the Hire Period.
- i) The Hirer is responsible for dust suppression during the hired event.
- j) The Hirer is responsible for traffic management during the hired event.
- k) The Hirer is responsible to ensure that all general regulations are adhered to:
 - i) No glass bottles are permitted to be brought on grounds.
 - ii) All dogs whilst on the showgrounds must be tied up or on a lead.
- l) The Hirer will advise the Society if it believes it is necessary to engage security personnel and will provide details of the security personnel to be engaged. The Hirer is solely responsible for the engagement of any security personnel or implementation of any security measures. The Society will have no responsibility for security, including but not limited to, the engagement and implementation of security personnel or the actions of any security personnel during the Hire Period.
- m) The Society may at any time enter the Property during the Hire Period and observe the use of the Property and any activities conducted at the Property. The Society takes no responsibility for the safety, approval, or supervision of any activity by doing so.
- n) The Hirer must not engage in any activity at the Site during the Hire Period which may bring the reputation of the Society into disrepute.
- o) The Hirer must not permit any activity at the site during the Hire Period which may be or become offensive, dangerous give rise to undue noise or smell or which in the opinion of the Society may cause annoyance, offence, or cause danger to the public.
- p) The Hirer must vacate the Property by the hire end time. Otherwise, penalties may apply. If the Hirer fails to do so, the Society may seek costs against the Hirer or impose any other penalties it sees fit.
- q) If the Hirer does not comply with the above clauses the Society may immediately and without notice:
 - i) Take possession of the Property
 - ii) Remove any goods from the Property. Any goods removed in this way which remain in the Society's possession after a period of seven days will be treated as abandoned and such goods will become the property of the Society.
- r) If the Hirer uses the stable facilities, all stables must have all manure and fodder removed from the stables and moved to the designated area leaving the stable complex free of these two items. Failure to do so within a timely manner will result in the hirer being responsible for the cost of cleaning.
- s) The Hirer is responsible to meet all biosecurity requirements <https://www.daf.qld.gov.au/business-priorities/biosecurity/animal-biosecurity-welfare>
- t) The Hirer is responsible to meet all NLIS requirements – included completing the Sighted Livestock Transfer or supplying the Society a file to complete the transfer on behalf of the Hirer. [https://www.nlis.mla.com.au/NLISDocuments/Sighted%20livestock%20\(Feb%2013\).pdf](https://www.nlis.mla.com.au/NLISDocuments/Sighted%20livestock%20(Feb%2013).pdf)

4 INSURANCE AND INDEMNITY

- a) At all times during the Hire Period the Hirer must have in place with a reputable insurer on terms and conditions acceptable to the Society the following insurances:
 - i) Public liability insurance with a sum insured of at least \$20,000,000. The Hirer must arrange for the Society to be a named insured on the policy; and
 - ii) Third party motor vehicle insurance; and
 - iii) Workers' Compensation insurance as required by law.
- b) The Hirer must, if requested by the Society, provide a Certificate of Currency noting all insureds. If requested by the Society, the Certificate of Currency must be provided prior to the Hire Period or the Society may, at its discretion, void the Hire Agreement without penalty.
- c) The Hirer indemnifies the Society (including its members, agents and employees) against all claims, demands, actions, costs (including legal costs), charges, expenses, damages, loss or other liability arising out of or in connection with the Hire Agreement and irrespective of whether such a Claim directly or indirectly arises out of, or is in connection with or is caused by any negligent, wilful, unlawful or wrongful act or omission of the Society or any of its officers and employees.
- d) The Hirer must immediately notify the Society of any accident or other incident related to the hire of the Property.

5 NO ASSIGNMENT

- a) The Hirer shall not assign this Hire Agreement or any right under this Hire Agreement

6 TERMINATIONS

- a) The Society may cancel this Hire Agreement if it determines in its absolute discretion that the Property is no longer suitable for the Permitted Use.
- b) The Society may for any reason whatsoever immediately terminate or suspend the operation of this Hire Agreement by notice to the Hirer at any time.
- c) In the event of such termination the Hirer will cease occupation of the Property immediately upon being so directed by the Society.

7 GROUND PREPARATION

The Showgrounds have a regular maintenance program of which the area will be mowed/slashed prior to the arrival of the group.

ACCEPTANCE OF TERMS AND CONDITIONS

I have read and understand the Terms and Conditions of the Hire Agreement and will abide by the Terms and Conditions.

Name: Date:

Authorised Signature: For and on behalf of the Hirer.....

Authorised Persons Contact Phone Number

Authorised Persons Email Address

Tax invoice required? Yes No