

Goondiwindi P&A Society  
PO BOX 52  
Goondiwindi QLD 4390

## Hire Agreement

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SHOW SOCIETY

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PROPERTY TO BE HIRED  
(IE. BUILDING, AREA/SECTION OF THE  
SHOWGROUNDS TO BE HIRED. ATTACH A PLAN  
OR DIAGRAM, IF NECESSARY, WHICH CLEARLY  
SETS OUT THE AREA TO BE HIRED.)

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HIRER

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CONTACT PERSON

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CONTACT NUMBERS

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CONTACT EMAIL

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HIRE PERIOD

HIRE START:

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HIRE END:

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PERMITTED USE

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HIRE FEE

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DEPOSIT PAYMENT

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BALANCE PAYMENT

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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, time being of the essence:
  - i) a non-refundable security deposit (if applicable); and
  - ii) the balance of the Hire Fee shall be paid on or before the commencement 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 until the total Hire Fee has been received.

**3 THE HIRER'S OBLIGATIONS**

- a) The Hirer shall keep the Property in good repair, order and clean condition at all times during the Hire Period.
- b) 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.
- c) 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.
- d) 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.
- e) The Hirer is responsible for the safety and security of all people who attend the Property during the Hire Period.
- f) 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.
- 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.Otherwise, penalties may apply.
- h) The Hirer must not engage in any activity which may bring the reputation of the Society into disrepute.
- i) The Hirer must not permit any activity 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.
- j) The Hirer must return property by the hire end time. Otherwise, penalties may apply.
- k) If the Hirer does not comply with clause 3(f) 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.

4 INSURANCE AND INDEMNITY

- a) Unless the Society agrees otherwise, 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 \$5,000,000 covering all claims. The Hirer must arrange for the Society to be a named insured on the policy
  - ii) Third party motor vehicle insurance; and
  - iii) Workers' Compensation insurance as required by law.
- b) The Hirer must immediately on demand by the Society and prior to the hire start time provide the Society with a copy of the certificate of currency referred to in this clause; noting all insureds
- 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 of the Property.
- d) The Hirer must immediately notify the Society of any accident or other incident related to the hire of the Property.
- e) Proof of Marine Transit Insurance to be supplied upon booking of grandstands.

5 NO ASSIGNMENT

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

6 TERMINATION

- 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.

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

Tax invoice required? ☐ Yes ☐ No