



# HIRE AGREEMENT

Smithfield Road Prairiewood 9725 2333

Hirer: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Incorporated Body or Person Name Only)*

Club or Organisation Name *(if unincorporated)* \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Post Code: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Telephone (H): \_\_\_\_\_ (W): \_\_\_\_\_  
(Fax): \_\_\_\_\_ (M): \_\_\_\_\_  
(Email): \_\_\_\_\_

Name of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Anticipated Attendance: \_\_\_\_\_

Ground\Area Hired: \_\_\_\_\_

## FEES & CHARGES

Booking Fee: **\$ 600.00** Date: \_\_\_\_\_ Receipt No: \_\_\_\_\_  
*To be paid at date of booking to secure the booking, non-refundable.*

Ground Hire: **\$4500.00** Date: \_\_\_\_\_ Receipt No: \_\_\_\_\_  
*To be paid 15 working days before the booked date.*

\* Charges Bond: **\$2000.00** Date: \_\_\_\_\_ Receipt No: \_\_\_\_\_  
*To be paid 10 working days before the booked date.*

\* Operations Control Bond: **\$2000.00** Date: \_\_\_\_\_ Receipt No: \_\_\_\_\_  
*To be paid 10 working days before the booked date.*

\*Refundable after deductions of charges e.g. electricity, water & cleaning etc.



## ADDITIONAL FACILITIES

	Yes	No	Notes
Markets Office Area, Foyer and Back Office			
Exhibition Hall			Additional Charges apply
Turn Stiles - Southern			
- Northern			
A.T.M			Hire Charge, minimum \$200
First Aid Facilities	✓		Compulsory
Rubbish Removal			Charge applies for Council to remove.
Other			

**Please Note:** Race Track, Race Track Lights and Bar are all under the control of Fairfield Harness Racing & Agricultural Ltd. Should you require use of these facilities please liaise directly with them on 9604-4800.

## ELECTRICITY & WATER

Meters will be read before setting up and after the event and the hirer will compensate Council for usage.

## SETTING UP

	Date	Commencement Time	Completion Date/Time
Setting Up Saturday		7:30 pm	
Dismantling			

## EVENT OPERATING HOURS

The standard operating hours for events are 10.00am to 10.00pm, however earlier opening times may be negotiated, depending on the nature of the event .

Opening and Closing Hours of Event (*Advertised times to Public*): \_\_\_\_\_

Committee Members arrival times on Sunday: \_\_\_\_\_

Will there be representatives staying overnight: \_\_\_\_\_

## ENTERTAINMENT

Please indicate what entertainment has been organised for the event including but not restricted to music, singing, dancing, refreshments, stalls and amusement rides:

---



---



---

Carnival and sideshow operator: \_\_\_\_\_

Contact Number: \_\_\_\_\_

## SECURITY

Name of Security Company: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Has the Licensing Officer at Fairfield Police Station been provided with the Police Notification Form?

YES

NO

Copy of Police Notification Form to Showground?

YES

NO

## PUBLIC LIABILITY INSURANCE

Hiring fees do not include public liability insurance cover.

Public Liability Insurer: \_\_\_\_\_

Amount of Cover: \_\_\_\_\_

*Council requires all Hirers to attach a copy of the current Public Liability Insurance Policy to this form before approval can be granted.*

## CLEANING

The fees paid for the hire of grounds or areas do not include the cost of cleaning those grounds or areas and the improvements erected thereon. Keeping the grounds or areas and the improvements erected thereon to a standard of cleanliness required by the Council is the responsibility of the Hirer.

Cleaning Company: \_\_\_\_\_

Contact Number: \_\_\_\_\_

## FIRST AID

Have First Aid Officers been organised? *(Please provide confirmation)*

YES

NO

## SALE OF FOOD

Is it your intention to have temporary food stalls?  YES

NO

Has the Fairfield Council Community Health Branch been notified?

YES

NO

### SALE OF ALCOHOL

Is it your intention to sell alcohol?  YES  NO

### FIREWORKS DISPLAY

Is it your intention to conduct a fireworks display?  YES  NO

### GOODS AND SERVICES TAX (GST)

The Hire of this site is subject to 10% GST. The Hirer of this site is responsible for the payment of all GST on this transaction. All GST is payable to Fairfield City Council. The Hire Fees shown is inclusive of GST.

\*\*\*\*\*

Each festival group expressly acknowledges and agrees that despite his/her licence to hire, he/she is nonetheless subject to and must fully comply with the Terms and Conditions of Entry to the Fairfield Showground, in force from time to time.

A copy of the Terms & Conditions of Entry to Fairfield Showground currently in force is attached to and forms part of this Hire Agreement Terms & Conditions.

In the event of an inconsistency between the Hire Agreement Terms & Conditions and the Terms & Conditions of Entry to Fairfield Showground, the Terms & Conditions of Entry to the Fairfield Showground will take precedence over the Hire Agreement Terms & Conditions, which will then be deemed to have been amended accordingly, to allow for any such inconsistency.

**"If the ground/area is intended to be hired by an unincorporated club or association, the Hirer named above must be a natural person who agrees to be bound by the Conditions of Hire set out on the attached to this Agreement. The Hirer has read the Conditions of Hire attached hereto and agrees to be bound by those Conditions."**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

\_\_\_\_\_  
**Hirer Signature**

\_\_\_\_\_  
**Witness Signature**

*(Where the Hirer is an incorporated association, execution hereof must be under seal of the incorporated association and witnessed by the relevant officers.)*

\_\_\_\_\_  
Accepted by/for and on behalf of the Council  
(Authorised Delegate of the Council)

Date: \_\_\_\_\_

# FAIRFIELD CITY COUNCIL

## CONDITIONS OF HIRE

1. All bookings must be made on the required Application form.
2. The Hirer agrees to pay to the Council the fees and charges for the use of the Showground facilities as determined by the Council from time to time and agrees the Council may alter such fees and charges at any time.
3. All fees & charges for hire must be paid not less than seven (7) days before an event.
4. The Deposit paid may be forfeited if any of the Conditions of Hire are breached. The onus is on the Hirer to ensure volunteer workers, subcontractors and employees observe the Conditions of Hire.
5. Any loss or damaged suffered by the Council will be deducted from the bond. If this is insufficient to cover the cost of any loss or damage, the difference will be payable by the Hirer upon demand by the Council.
6. If the Showground facilities are intended to be used by an unincorporated Club or Association, the Hirer shall pay and be liable to pay to the Council the full amount of Council's fees and charges for the booking of such facility. Unless the Hirer obtains the consent in writing from Council, the Hirer remains liable for the full amount due notwithstanding that the Hirer ceases to have any membership of or connection with such unincorporated Club or Association.
7. The provisions of the Local Government Act shall be deemed to be incorporated in and form part of the Conditions of Hire.
8. The use of the grounds or area is subject to the provisions of the Noise Control Act.
9. The standard operating hours for events are 10.00am to 10.00pm, however earlier opening times may be negotiated, depending on the nature of the event.
10. Stages may only be erected on the Western side of the tarred area under the awning and amplifiers may only face towards the east.
11. Where hire of the grounds extends beyond 7:00pm the Hirer must hang tarpaulins along the Western perimeter of the awning to assist contain noise within the covered area.
12. The Hirer shall not cause or permit any assembling, erecting, dismantling or transporting of equipment onto or from the ground or area or the cleaning of the ground or area after midnight.

### PUBLIC LIABILITY INSURANCE

13. Hirers for the use of Council grounds or areas must have a current Public Liability insurance Policy of not less than \$10,000,000. Fairfield City Council must be named as an interested party on that policy for the duration of the hire period. Evidence of that cover must be produced upon request by Council.

## ALTERATION OF CHARGES

### CANCELLATION

14. If it is decided by the Hirer to cancel a booking, due to sudden or unforeseen circumstances, notice in writing 14 days before the proposed event shall be given to the Council. Council will then consider refunding the fee paid less the BOOKING FEE and any amount to cover any expense incurred by Council. No refund of any fees will be made in any other situation.

### RESPONSIBILITY

15. The Hirer will be a responsible person or organisation and will be liable to Council for the cost of repair of any damage to any part of the ground or area, including shrubs, trees, flowers, turf, pipes and fittings, equipment, seats, playground equipment, buildings, sheds, facilities and all contents, furniture and fittings.
16. The Hirer shall be held responsible for the satisfactory conduct of all persons using the Showground site and for the safe custody and proper use of the improvements, furniture, fittings and appliances. The Hirer shall report any breakages or problems to the Council as soon as possible.

### SUBLETTING

17. The Hirer shall not assign or sublet or grant any licences in respect to the grounds or area without the consent in writing of the Council.

### FOOD STALLS

18. It is the hirers responsibility to ensure that all temporary food stallholders have read the "Guidelines for Food Businesses at Temporary Events" prepared by the NSW Food Authority, dated June 2016. The food stall/s may be inspected by Fairfield City Councils Environmental Health Office on the day of the event. An inspection fee of \$111.65 will apply to each stall inspected and one overall invoice will be sent to the hirer of the Showground for payment by the hirer.
19. It is the hirers responsibility to complete Councils Temporary Food Event Notification form and forward it to Councils Community Health Section at Fairfield City Council PO Box 21 Fairfield NSW 1860. This form shall be completed two weeks prior to the event. If the notification is not received then the event may not be permitted to sell food.

### SALE OF ALCOHOL

20. If Hirer wishes to sell alcoholic beverages at the Showground: -
  - 20.1 Permission must be obtained from Showground Management, and
  - 20.2 The Hirer must obtain a licence from the Office of Liquor, Gaming & Racing.

## ENTERTAINMENT

21. Including but not restricted to, music, singing, dancing and similar activities, sale of refreshments and the operation of amusement rides and stalls, must cease at the time stated for the festival to finish. Sale of tickets for amusement rides must cease one half hour before the time stated for completion.
22. The Hirer has to provide Showground Management with full details of the carnival and sideshows operators to be used during the event. A copy of the operator's public liability insurance and workers compensation is required.

## CARNIVALS & SIDESHOWS

23. The Provider of amusements must not set up any stall or equipment without first obtaining the consent of the Showground Management in respect to the location to be used.

## FIREWORKS

24. If you intend conducting a fireworks display as part of this application, approval for the display must be obtained from both Work Cover and Council's Environmental Standards Department.
25. Council requires that a Firework Application Form be submitted to obtain approval for a fireworks display no later than three (3) weeks prior to the event. For further details, please contact Council's Environmental Standards Department on 9725 0801.

## EXITS

26. All exits must be maintained clear and useable without hindrance.

## CLEANING

27. The grounds or area must be left in a clean state, and all refuse, decorations and debris must be removed after use. If not, Council will carry out such cleaning at the cost of the Hirer. Please note that the grounds or area includes improvements erected thereon and any car parking areas, toilets, lawns and the open area of both grandstands. Refer to cleaning specifications for Council requirements.

\*\*\*The sale or use of aerosol silly string within in the grounds is strictly prohibited.

## TRAFFIC MANAGEMENT

28. The Hirer is responsible for managing traffic movement and parking within the grounds and area. The Hirer must take all reasonable measures to ensure that traffic management procedures within the grounds or area do not cause avoidable delay in traffic flow along access roads to the site.
29. The Hirer is responsible to ensure that dedicated parking is available and accessible to FCC Councillors attending the subject event, within the VIP parking area adjacent to the main entry gates.

## COMPLIANCE

30. The Hirer must comply with any direction given by the Council or its authorised officer or any Police Officer in the course of his or her duty.
31. Under no circumstances are copies to be made of keys for the Showground complex. Any Hirer or organisation failing to observe this requirement will be barred from future use of any Showground facility.
32. The sale or use of aerosol silly string within in the grounds is strictly prohibited.
33. The Hirer shall inspect the subject ground/area hired on each day prior to the commencement of their use and shall not, without the consent in writing of the Council, permit the use there of if any hazardous or dangerous condition is found to exist at such ground/area hired or it is in any other way unfit for use.
34. The Hirer indemnifies the Council its officers, servants and agents from and against all damage, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made by any person for any injury such person may sustain when using or entering or near any portion of the subject facility, where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Hirer or by any member agent or employee of any unincorporated Club or Association named in this Agreement or by the Hirer's failure to observe the Hirer's obligations under condition 29 hereof.
35. The Hirer shall, as soon as practicable, inform the Council in writing of the occurrence of an event that may give rise to a claim under a policy of insurance and shall ensure that the Council is kept fully informed of subsequent action and developments concerning the claim.
36. If the Hirer fails to observe and ensure the observance of any of these conditions or fails to remove any person who has committed any breach of these conditions from the ground/area hired, this agreement may be terminated forthwith by the Council without any liability being incurred by Council and any monies held by the Council shall be forfeited to it.

## EXTRA CONDITIONS

---

---

---

---

---

---

---

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Date: \_\_\_\_\_

## **POLICE NOTIFICATION FOR AN EVENT HELD AT FAIRFIELD SHOWGROUND**

This Notification Form must be served by the organiser of the event, in person, to the **CRIME COORDINATOR, LEVEL 2, CRIME MANAGEMENT UNIT** at Fairfield Police Station located at 40-42 Smart Street, Fairfield **8 weeks** prior to the event being held.

Date of Event: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Club or Organisation Name *(if unincorporated)* \_\_\_\_\_

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

\_\_\_\_\_ Post Code: \_\_\_\_\_

### PRIMARY CONTACT PERSON DETAILS

Name \_\_\_\_\_

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

Telephone (H): \_\_\_\_\_ (W): \_\_\_\_\_

(Fax): \_\_\_\_\_ (M): \_\_\_\_\_

(Email): \_\_\_\_\_

Anticipated Attendance: \_\_\_\_\_

Sale of Alcohol?                       YES                       NO

Name of Security Company: \_\_\_\_\_

Number of Guards: \_\_\_\_\_

Contact Name & Number: \_\_\_\_\_

Description of the Event:

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