



DAREBIN ARTS & ENTERTAINMENT CENTRE



THEATRE HIRING AGREEMENT

EFFECTIVE SEPTEMBER 2009



INDEX TO CONDITIONS OF USE

| | |
|---|----|
| GENERAL INFORMATION | 3 |
| 1. DEFINITIONS | 4 |
| 2. APPLICATION | 4 |
| 3. HIRING DEPOSIT | 4 |
| 4. LIMIT OF USE | 4 |
| 5. FREE ACCESS | 4 |
| 6. SUB-LETTING | 4 |
| 7. REFUSAL TO LET | 5 |
| 8. DECORATIONS, STAGE FITTINGS | 5 |
| 9. DAMAGE | 5 |
| 10. ELECTRICAL STAGE EQUIPMENT | 5 |
| 11. BOOKING ARRANGEMENTS | 5 |
| 12. STAFF | 5 |
| 13. BOX OFFICE | 6 |
| 14. PAYMENTS | 6 |
| 15. CONFIRMATION OF BOOKINGS | 6 |
| 16. CANCELLATION OF BOOKING DATES | 6 |
| 17. ALTERATION OF BOOKING DATES | 7 |
| 18. METHOD OF PAYMENT | 7 |
| 19. ADMISSION FEES | 7 |
| 20. STORAGE OF EQUIPMENT | 7 |
| 21. VARIATIONS IN CHARGES | 7 |
| 22. CAMERAS and Recording Devices | 7 |
| 23. OBSTRUCTIONS | 7 |
| 24. THEFT | 7 |
| 25. INSURANCE | 8 |
| 26. TIME LIMITATION | 8 |
| 27. PERFORMING RIGHTS | 8 |
| 28. DISORDERLY BEHAVIOUR | 8 |
| 29. SMOKING | 8 |
| 30. GAMBLING | 8 |
| 31. SPRUICKING | 8 |
| 32. POLICE ATTENDANCE | 9 |
| 33. INDEMNITY | 9 |
| 34. LOST PROPERTY | 9 |
| 35. CLEANLINESS | 9 |
| 36. INGRESS AND EGRESS | 9 |
| 37. ANIMALS | 9 |
| 38. CATERING | 10 |
| 39. BREACHES | 10 |
| 40. DISPUTES | 10 |
| 41. EXCESSIVE NOISE | 10 |
| 42. SALE OF MERCHANDISE | 10 |
| 43. LIQUOR | 10 |
| 44. COMPLIANCE WITH LEGISLATION | 10 |
| 45. COMPLIANCE WITH DIRECTION | 10 |
| 46. SAFE CUSTODY | 10 |
| 47. REMOVAL OF PROPERTY | 11 |
| 48. LIABILITY | 11 |
| 49. USE SUBJECT TO CONDITIONS | 11 |
| 50. CONTROL OF THEATRE | 11 |



GENERAL INFORMATION

Introduction:

Darebin Arts & Entertainment Centre is owned and operated by Darebin City Council. The Centre's purpose is to encourage and support the community to express, develop and experience their cultural and artistic endeavours through performances, exhibitions and events that are representative and reflective of Darebin's diversity. The theatre is ideal for a variety of stage shows as well as large conferences and presentations. The Centre has a variety of access for all abilities' features.

Location:

Located only 8km from the heart of Melbourne's CBD (Melways ref: 30 F1), it is easily reached from the City via St Georges Road and from the East and West along Bell Street. The Centre has free parking for 180 cars including 4 disabled parking spaces, and is readily serviced by public transport - both rail (Bell Station on the Epping Line) and tram (Bundoora line, No 86, stopping at Bell Street or West Preston line, No 11, stopping at Miller Street)

Theatre:

The theatre seats up to 395 and offers modern technical facilities, including a counterweight flying system, computerised lighting control of 120 circuits, a digital sound mixing desk and the services of fully trained in-house technicians. The theatre is suitable for a full range of events including drama, musicals, concerts, dance, lectures, and conferences.

Performers are well catered for by two large chorus-style dressing rooms below the stage, each equipped with toilet and shower facilities, and accommodating 60 people. There is access to Prompt (stage left) and OP (stage right) sides of the stage from dressing rooms and an intercom and paging system is located in both rooms.

Ticketing Service Details:

The Box Office is located in the foyer and is staffed Monday to Friday from 9:00am to 5:00pm. It also opens one hour prior to every DAEC-ticketed performance. Payments accepted include EFTPOS, credit card, and cash. Telephone: 8470 8280

Kiosk/Bar:

Our kiosk opens for all performances. There is a range of snacks, chocolates, and hot & cold beverages. It is fully licensed and has a selection of beer and wine available for purchase.

Phone: (03) 8470 8282 Fax: (03) 9261 4890

Email: daec@darebin.vic.gov.au

Website: www.darebinartscentre.com.au



DAREBIN ARTS & ENTERTAINMENT CENTRE

THEATRE HIRING AGREEMENT

1. DEFINITIONS

In this Agreement, unless inconsistent with the text or the subject matter, the following definitions shall apply:-

- 1.1 "The Centre" shall mean Darebin Arts & Entertainment Centre, and shall include a portion or all portions of The Centre.
- 1.2 "Centre Manager" shall mean the Manager of The Centre and shall include a person appointed to act in their absence.
- 1.3 "These conditions" and "conditions of use" shall mean all the details relating to use of The Centre as set out in this Agreement.

2. APPLICATION

- 2.1 Application for use of the Centre shall be made to the Centre Manager upon the form supplied and shall be signed by the applicant, and;
- 2.2 Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such application.

3. HIRING DEPOSIT

- 3.1 A deposit, in the amount determined by The Centre, shall be paid prior to the use of the theatre as a guarantee of fulfilment of the conditions of this Agreement, and as security against damage to The Centre and/or fittings or furniture contained therein, and for any abnormal cleaning of The Centre used by the hirer. The hirer shall be liable on demand from the Centre Manager to pay any further amount in excess of such deposit to meet the full cost of such damage or cleaning.
- 3.2 Should the conditions of use set out in this Agreement not be fulfilled by the hirer, the deposit shall be forfeited to and become the property of The Centre as liquidated damages. If there has been no breach of the conditions or abnormal cleaning to be done, then the deposit will be refunded.

4. LIMIT OF USE

The hirer shall only be entitled to the use of the particular part or parts of The Centre as agreed, and shall vacate the Centre punctually at the time specified. The Centre Manager reserves the right to let any other portion of The Centre for any other purpose at the same time.

5. FREE ACCESS

The Centre Manager, and any employee of The Centre whom the Centre Manager may appoint, shall at all times and notwithstanding any use, be entitled to free access to any and every part of The Centre.

6. SUB-LETTING

No portion of The Centre used shall be sub-let or any tenancy transferred or assigned without written consent of the Centre Manager.



7. REFUSAL TO LET

It shall be at the discretion of the Centre Manager to refuse to hire The Centre in any case and notwithstanding that the Centre Manager may have agreed to the hiring of The Centre or that these conditions may have been accepted and signed and the rent and deposit paid, the Centre Management shall have full power, if it sees fit, to cancel such hirings and direct the return of the fees and deposit so paid, and the hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

8. DECORATIONS, STAGE FITTINGS

- 8.1 No stage property, electrical installation, appliance or decorative materials or articles of any kind shall be brought into The Centre without the consent of the Centre Manager.
- 8.2 The use of confetti or streamers or similar articles of decoration is prohibited unless the express permission of the Centre Manager is first obtained.

9. DAMAGE

- 9.1 The floor, walls or any other part of The Centre or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws or any such matter, or in any other way damaged, and no notices, signs, advertisements, scenery, fittings or decorations of any kind shall be erected in The Centre or affixed to the walls, doors or any other part of The Centre, curtains, fittings, furniture, mechanical, electrical and other equipment, without prior consent of the Centre Manager. The hirer shall be responsible for making good any damage.
- 9.2 If the hirer fails, neglects or refuses to make good or repair any damage for which responsible under the Use Conditions, the Centre Manager may make good and repair any damages. The hirer shall pay The Centre upon demand, all sums of money reasonably incurred by The Centre in so doing.

10. ELECTRICAL STAGE EQUIPMENT

Only persons approved by the Operations Manager shall be permitted to operate the electrical services including stage, lighting, and sound amplification equipment, it being the responsibility of the hirer to pay for the services of an operator duly approved by the Operations Manager. In the event of special electrical stage equipment being used, the hirer shall pay for the services of a qualified electrician if so directed by the Centre Manager.

11. BOOKING ARRANGEMENTS

The hirer shall advise the Centre Manager by completing and returning the prescribed Booking Arrangements Form of his booking arrangements not less than one (1) week prior to the first announcement advertising the season and four (4) weeks prior to the date of the first performance, and advise The Centre by completing and returning the prescribed use requirements form of his use requirements not less than three (3) weeks prior to the commencement of the season.

12. STAFF

The hirer shall utilise the services of the staff normally engaged by the Centre Manager, including managerial staff. Note that minimum box office and technical staffing requirements apply.



13. BOX OFFICE

- 13.1 The staff and facilities of The Centre shall be made available to hirers for the purpose of accepting and recording bookings for live performances and for the issue of tickets for such performances.
- 13.2 The purchase of all tickets for sale and all ticket sales relative to the attraction and/or the season shall be facilities, managed, and conducted by The Centre, through its box office DAETix.
- 13.3 The proceeds of sales of tickets and programs as aforesaid and may be appropriated and applied by The Centre in payment, as the case may be, of such fees and charges. In the event that the proceeds of sales exceed the total of the fees and charges, the surplus shall be refunded to the hirer.
- 13.4 The Centre shall be at liberty to charge a selling fee on all tickets sold by DAETix on behalf of the hirer and to retain such selling fee for its own use. Any such selling fee shall not be regarded as part of the proceeds of sales of tickets for the purpose of this clause.
- 13.5 The hirer shall reserve four (4) seats for the exclusive use of The Centre for each performance. They may be regarded as House Seats, but may be returned for general issue if the Centre Manager determines that they are not required two (2) hours before the commencement of a performance.
- 13.6 The hirer shall provide The Centre with three (3) copies of the program for the attraction and three (3) posters of the attraction for archive purposes.

14. PAYMENTS

Fees for the hire of The Centre shall be available and may be altered by The Centre from time to time without prior notice. Fees and charges are set annually as part of Darebin City Council's budget and always alter at 1st July in any year. A copy of current fees and charges is available at The Centre.

15. CONFIRMATION OF BOOKINGS

A booking shall only be confirmed upon receipt of the Hiring Deposit and the completion of an Application and Agreement for Use.

16. CANCELLATION OF BOOKING DATES

- 16.1 In the event of cancellation by the hirer for any reason, notice of such cancellation shall be received by the Centre Manager at least sixty (60) days in advance.
- 16.2 Cancellation less than sixty (60) days in advance shall be subject to full payment by the hirer of all charges claimed by The Centre.
- 16.3 The Centre Manager shall determine the case for refunding monies when cancellation is due to extraordinary weather conditions, industrial disputes, or events beyond the control of the hirer.
- 16.4 A refund of fifty per cent (50%) of the security deposit paid, shall be made to the hirer if the facility booked and subsequently cancelled, is utilised by another hirer on the same date as the cancelled booking.



17. ALTERATION OF BOOKING DATES

- 17.1 No alteration may be made to a confirmed booking date without forfeiture of the Hiring Deposit which applies to that date, whether it be for a single booking, a multiple booking, or part thereof.
- 17.2 **Exception:-** If, in the opinion of the Centre Manager, The Centre has not suffered the loss of an alternative booking date for such previously confirmed date, the respective Hiring Deposit may then be transferred to a new booking date.

18. METHOD OF PAYMENT

All fees, deposits and other charges shall be paid in cash, cheque, money order or such other means as are approved by the Centre Manager.

19. ADMISSION FEES

The hirer shall strictly adhere to the advertised prices of admission for each engagement.

20. STORAGE OF EQUIPMENT

- 20.1 The hirer/s shall remove from the Centre, all the scenery, curtains, properties, goods and effects of the hirer/s within a reasonable time as determined by the Operations Manager after each performance or use, or if previously approved by the Operations Manager in writing, after the last of any series of performances or uses.
- 20.2 Failure to vacate The Centre within a reasonable time as determined by the Operations Manager, may result in a storage charge being levied of \$5.00 per hour or part thereof.

21. VARIATIONS IN CHARGES

The Centre reserves the right to vary the fees and charges as set out in The Schedule to these conditions at any time without notice.

22. CAMERAS and Recording Devices

No still cameras, video cameras, sound recorders or any other recording device shall be used within The Centre, or flashlight photographs taken, without consent of the Centre Manager.

23. OBSTRUCTIONS

- 23.1 The hirer shall comply in every respect with the regulations relating to public buildings and over crowding and obstruction to gangways, passages, corridors or any other part of The Centre.
- 23.2 Any persons causing an offence against such regulations shall be removed from The Centre and any article causing such an obstruction shall also be removed.

24. THEFT

- 24.1 Neither The Centre nor its staff/employees shall be liable for any loss or damage sustained by the hirer or any persons, firms or corporations entrusting to or supplying any article or thing to the hirer by reason of such articles or things being lost, damaged or stolen.



24.2 The hirer hereby indemnifies The Centre and the City of Darebin against any claim by any such person, firm or corporation in respect to such article or thing.

25. INSURANCE

25.1 The hirer shall not do or neglect to do so or permit to be done or left undone anything which will affect The Centre's insurance policy or policies relative to fire and public risk in connection with the building and the hirer agrees to indemnify The Centre to the extent that such policies are affected through any such act or commission or omission.

25.2 All hirers shall show evidence of holding a current \$10million public liability/professional insurance policy and note on the policy the interest of Darebin City Council as the owner of Darebin Arts & Entertainment Centre.

26. TIME LIMITATION

26.1 At its discretion The Centre may impose finish times for performances at all venues.

26.2 In any event, the dressing rooms should be vacated no later than 45 minutes after the conclusion of a production or presentation, and stage bump-out should be undertaken directly after the final performance so as to leave a clear stage and backstage by 8.00 am the following day, or otherwise as the Centre Manager may direct.

26.3 The hirer shall pay to The Centre an amount as prescribed in respect of each hour or part of hour during which The Centre remains occupied by the hirer, the hirer's guests or others attending the function mounted by the hirers beyond the time or times specified by the hirer in the Application and Agreement for Use.

27. PERFORMING RIGHTS

In the case of a dramatic play or concert, the hirer shall not produce or perform or permit to be produced or performed, any dramatic or musical works in infringement of the copyright or performing rights of any owner of such right or rights, and the hirer hereby indemnifies The Centre against any claim for breach of copyright in connection therewith.

28. DISORDERLY BEHAVIOUR

No spitting, unseemly dress, obscene or insulting language or disorderly behaviour or damage to property, shall be permitted in any part of The Centre and the Centre Manager reserves the right to refuse admission to any person or to remove from The Centre any person doing such things as are prohibited by this clause.

29. SMOKING

The entire building is a smoke free environment.

30. GAMBLING

No game of chance or any other activity which does not comply with the laws for the time being in force, shall take place in any portion of The Centre or its grounds.

31. SPRUIKING

Calling out loud or spruiking in relation to any entertainment or engagement shall not be permitted inside or outside the building.



32. POLICE ATTENDANCE

The hirer shall, when so directed by the Centre Manager, arrange for Police Attendance.

33. INDEMNITY

- 33.1 The Hirer agrees to indemnify and to keep indemnified, the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the Hirer.
- 33.2 The Hirers liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

34. LOST PROPERTY

Employees of The Centre shall be the only persons authorised to enter, examine and search The Centre, or any section or part thereof, for lost property left in The Centre by any person. All articles of any description or kind found by the hirer or any other person in The Centre or any section or part thereof or approaches thereto, prior to or during the progress of or upon the completion of any engagements, shall immediately be delivered by such employees or any attendant, official or person, finding the same to the Centre Manager for registration and retention until properly claimed and restored to the owner upon satisfactory proof of ownership being furnished.

35. CLEANLINESS

The bringing in to The Centre or use therein of confetti, streamers, chewing gum, fireworks, explosive devices or any other articles deemed by the Centre Manager to be objectionable, or the placing or throwing of matches, cigarettes, cigars, or liquids on furniture, fittings, floors or elsewhere other than in the receptacles provided is expressly prohibited.

36. INGRESS AND EGRESS

- 36.1 The hirer shall maintain clear and useable, without hindrance, all exits and entrances provided in The Centre.
- 36.2 The Centre Manager and/or his/her appointees, shall have complete control and supervision over all means of ingress and egress and over the opening of the doors and the admission of the public and the hirer or his representative shall act under his/her direction.

37. ANIMALS

No animals shall be allowed in The Centre or its precincts unless approval in writing is given by the Centre Manager.



38. CATERING

- 38.1 The Centre's contract caterer will provide all catering services within The Centre. The Centre may allow specific cultural events to provide specific catering, by specific arrangement.
- 38.2 The hirer will be required to meet all the Centre's policies regarding standards and costs if it is agreed that the hirer may self cater.

39. BREACHES

Any person committing a breach of one or more of the conditions may be expelled from The Centre although they may have paid for admission.

40. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of the Centre Manager thereon shall be final and conclusive.

41. EXCESSIVE NOISE

The maximum sound frequency permissible in The Centre is 105 decibels.

42. SALE OF MERCHANDISE

A fee shall be paid by the hirer in respect of the sale of all merchandise (eg. C.Ds, programs, books, DVDs, T-shirts, coffee mugs) sold within The Centre. Such fee shall be eleven percent of gross sales, including GST.

43. LIQUOR

- 43.1 Pursuant to the provisions of the Liquor Control Reform Act, liquor may not be carried into or away from the licensed premises.
- 43.2 Liquor to be consumed on the premises shall be purchased from The Centre appointed licensee through The Centre's bar facilities and no liquor shall be brought into The Centre by the hirer or the patrons of any function.

44. COMPLIANCE WITH LEGISLATION

The hirer shall comply with all statutory rules, provisions and regulations of the Federal and State Government and any Entertainment Tax Act, and regulations thereunder for the time being in force.

45. COMPLIANCE WITH DIRECTION

The hirer shall comply with all directions given by any competent authority, including the Chief Officer of the Fire Brigade and any person holding a like appointment in any way reflecting to the conduct of the venue, and shall comply with all rules, regulations and directions with regard to fire precautions.

46. SAFE CUSTODY

The hirer shall make adequate arrangements for the receipt and custody of all articles and things supplied to them at The Centre or any section or part thereof during the period of use and for the removal thereof immediately upon the termination of such period.



47. REMOVAL OF PROPERTY

- 47.1 The Centre Manager may give notice in writing to the hirer of any goods and chattels or effects left in The Centre at the termination of the period of use. Such notice shall be posted to the hirer at the address given by him in the Application and Agreement for use.
- 47.2 If, upon the expiry of ten (10) days immediately following the date of posting of such notice the hirer has not removed the goods, or chattels or effects in any manner it chooses and upon the happening of such an event, the hirer shall expressly release The Centre, its servants or agents from all liability there from.

48. LIABILITY

The Centre shall not be responsible for, or incur any liability in respect of, any loss occasioned to the hirer through accident of any kind or failure of the electric plant or other facilities or any other case.

49. USE SUBJECT TO CONDITIONS

Any activity of any kind in The Centre shall be subject to this Agreement, and the hirer shall be deemed to be aware of all conditions contained in this Agreement.

50. CONTROL OF THEATRE

- 50.1 The general administration and control of The Centre shall be vested in the Centre Manager, who shall exercise absolute discretionary powers for the use, good order and control of such premises.
- 50.2 Darebin Arts & Entertainment Centre gives no undertaking or warranty to any hirer or user of the Centre or any part thereof, as to the suitability of the Centre for the purposes for which it is to be used and the hirer must rely upon his/her own enquires as to the compliance of the Centre with any law, regulation or by law of the Parliament or any authority for the purpose for which the Hirer wishes to use the Centre.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED AS AN AGREEMENT ON _____

(date)

Signed by _____ Print name: _____

for and on behalf of Darebin Arts & Entertainment Centre in the presence of

Witness _____ Print name: _____

Signed by _____ Print name: _____

for and on behalf of the Hirer in the presence of

Witness _____ Print name: _____