Crown reserve venue hire agreement

This venue hire agreement template for Crown land managers contains a sample venue hire agreement with accompanying terms and conditions. It is suitable to use for one-off hire activities for example, birthday parties and community meetings held in a public hall or community hall.

The agreement can be edited and adapted to fit a range of venues or facilities on Crown reserves that suit individual Crown Reserve requirements.

If the venue hire request is more extensive than one-off use, and the duration of hire is within a 12-month period, it is recommended to use a *General Short Term Licence Agreement*. A template for this agreement is available on the NSW Government Reserve Manager website [https://www.reservemanager.nsw.gov.au](https://www.industry.nsw.gov.au/lands/reserves/leases-and-licences).

# SAMPLE TEMPLATE

# Venue hire at [XYZ Reserve] (Venue).

[XYZ Reserve (Reserve No. 1234)] is managed by the [XYZ Land Manager] (the Reserve Manager) appointed under the *Crown Land Management Act 2016*. Venue hire at the [XYZ Reserve] is at the discretion of the Reserve Manager.

The applicant must be over the age of 18, and shall be responsible for the conduct of all attendees and the activities that take place during the hiring period as well as securing the venue following the function. In order to secure the hire, the applicant must provide photo identification, sign the hire agreement and pay a deposit equal to 25% of the Hire Fee (see Fees schedule).

#### Applicant Details

|  |  |
| --- | --- |
| I/we: | *Name of applicant*…………………………………. |
| **of:** | *Address* |
| **phone:** | *Phone number* |
| **wish to hire the**  | *Venue type e.g. hall (please be as specific as possible)* |
| **of the**  | *XYZ Crown reserve* |
| **for the purposes of**  | *Event* |
| **From**  | *Time start (includes set up time)* AM/PM to | *Time end (includes pack up time)* AM/PM |
| **On**  | *From date to date (X total day(s))* |
| **The fee for this hire is**  | *Fee amount* plus a $*bond amount* Bond |

#### Nominated People (refer to Emergency and evacuation procedure)

|  |  |
| --- | --- |
| Nominated Person 1 | *Name of nominated person*……………………………. |
| **Address** | *Address* |
| **Phone Number** | *Phone number* |
| **Nominated Person 2** | *Name of nominated person* |
| **Address** | *Address* |
| **Phone Number** | *Phone number* |

The bond will only be refunded if all of the undermentioned venue hire terms and conditions are fully met.

#### Special Conditions to the venue hire agreement:

1. The above hire [*does/does not*] include the use of the [*XYZ facility e.g kitchen*] at the site.
2. The maximum number of people attending the venue shall not exceed [XX] at any one time.

Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Reserve Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

### Fees (refer to schedule for hourly rates):

|  |  |
| --- | --- |
| Event | $ |
| Set-up  | $ |
| Pack-up | $ |
| Rehearsal | $ |
| **Total (Hire Fee)** | **$** |

### Refundable deposits (refer to schedule and Keys clause):

|  |  |
| --- | --- |
| Bond | $ |
| Key | $ |
| **Total** | **$** |

##

## Conditions:

#### 1. Hire Period

The booking will start and end at the times set out in the hire agreement. Access to the venue before or after these times is not allowed unless authorised by the [Reserve Manager]. The delivery or removal of equipment, setting up or cleaning of the venue must be completed during the hire period. Any change or extension to the hire period may incur additional costs.

### 2. Payment of fees

A deposit equal to [25%] of the Hire Fee is required at the time of entering the hire agreement. The balance of the Hire Fee must be paid in full, along with the Bond, to the [Reserve Manager] prior to commencement of the hire period.

3. Non-Commercial Activity (i.e. birthday parties)

The Reserve Manager will provide public liability insurance for damage to property or injury to persons in the event of an incident that is directly related to the hire of the Venue.

The Reserve Manager will not be liable for any damage or loss of property, or any goods and equipment that is brought on to the Venue or left in the Venue by the applicant or attendees prior to, during or after any event.

4. Commercial Activity (i.e. the applicant obtains income from this venue hire agreement)

4.1 Insurance

The applicant shall take out public liability insurance at their own cost for the duration of the hire period. Coverage of a minimum $20 million in respect of liability arising out of any one single accident or event is required. The applicant accepts full responsibility for any claim for damage to property or injury to persons which arise from the use and occupation of the Venue.

For the purposes of clause 4, the term Reserve Manager shall include Her Majesty the Queen, Her Heirs and Successors, the State of New South Wales, the Minister and the agents, servants, employees and contractors of Her Majesty, Her Majesty’s Heirs and Successors, the State of New South Wales and the Minister.

The applicant appoints the Reserve Manager as its attorney for the purpose of this clause. The Reserve Manager, either in its own name or as the attorney of the applicant, is entitled to make a claim against any insurance policy issued in relation to this venue hire agreement. Any claim of the sort described in this clause may be made to recover any amount for loss, damage or injury suffered by the Reserve Manager or for other money payable under any indemnity provided by this agreement in favour of the Reserve Manager.

For the purposes of clause 4.1 loss means any loss, damages, remedies, liabilities, expenses, fines, penalties and costs (including legal costs on a full indemnity basis and associated expenses).

The Reserve Manager will not be liable for any damage or loss of property, or any goods and equipment that is brought on to the Venue or left in the Venue by the applicant or attendees prior to, during or after any event.

4.2 Indemnity

The applicant agrees to indemnify and release the [Reserve Manager] in respect of any claim, judgment, action, liability and any demands of whatsoever nature arising from any accident or injury to any person or property which may arise out of the use of the Venue.

The applicant agrees the obligations of the applicant under this clause shall continue after the expiration of this Licence except to the extent that any such claims and demands arise from any negligence or willful act or omission on the part of the [Reserve Manager].

5. No Smoking

Smoking is prohibited within 4 metres of a pedestrian entrance to or exit from the Venue.

6. Cancellation by Reserve Manager

The [Reserve Manager] reserves the right to cancel your booking immediately by verbal or written notice if you are in breach of any of the hire conditions.

7. Cancellation by applicant

The applicant must notify the [Reserve Manager] as soon as possible if they wish to cancel the venue hire. A cancellation fee of [$XX] will apply if less than [XX] weeks’ notice of cancellation is given.

8. Emergency and evacuation procedure

The applicant must nominate two persons before the commencement of the hire period to coordinate the evacuation of the Venue. The role of the nominated persons is to instruct all attendees to vacate the Venue via the emergency exits. Then, if no danger is present, to make a sweep of all other rooms (such as the kitchen and toilets) to ensure that all attendees are out of the Venue. All attendees are to be directed to assemble in the [XXX location]. All possible accessible areas for a fire appliance are to be kept clear i.e. car park, front street, loading area.

When the fire alarm is activated, the applicant and the nominated persons are responsible for ensuring that emergency services are called. No person other than a fire officer is to try and disengage the fire alarm.

9. Emergency Exits

Emergency exits and emergency lights must not be obstructed or obscured. Furniture must not be set up in passageways to exits and walkways.

10. Attendees’ behaviour

Functions must be conducted in an orderly manner and in full compliance with the [Reserve Manager]’s direction and all applicable laws. The [Reserve Manager] reserves the right to exclude or eject any persons from the function or Venue without liability. The applicant must be in attendance for the duration of the hire period.

11. Maximum occupancy

The number of persons attending must not exceed the limit set in the venue hire agreement, as outlined in the Special Conditions section.

12. Cleanliness

The Venue must be left in a clean and tidy condition and all rubbish is to be collected and removed. If the Venue is not left in a clean condition, any cleaning costs incurred will be at the applicant’s cost and may be deducted from the bond. If the cost of damages exceeds the bond, the applicant will be liable for the shortfall.

13. Alcohol

It is the applicant’s responsibility to contact Liquor and Gaming NSW and comply with any requirements set by that office. Under no circumstances is alcohol to be supplied to persons at the Venue who are under 18 years of age.

14. Electricity

Only electrical equipment which has been tested and tagged may be used in the Venue.

15. Decorations

Decorations must not be affixed to the walls or floors of the Venue by nails, screws, hooks, blu tack or use adhesives in any part of the Venue, without the consent of the [Reserve Manager]. All decorations must be removed from the Venue within the hire period or as directed by the [Reserve Manager].

16. Keys

Keys must be returned at the end of the hire period by prior arrangement with the [Reserve Manager]. In the event of lost keys a fee of [$XX] will be incurred.

#### 17. Noise

The applicant must ensure noise is kept to a minimum at the Venue between the hours of 10pm and 8am particularly while attendees are entering and leaving the Venue.

#### 18. Applicant not to deal with Venue Hire Agreement or part with possession of Venue

The applicant will not during the hire period transfer or create any interest in the venue hire agreement or part with possession of the Venue.

## Schedule of fees

### Venue hire agreement fees

|  |  |  |  |
| --- | --- | --- | --- |
| Type of Fee/Charge | Standardper hour rate | Non-Profitper hour rate | Notes |
| **Name of Venue: [e.g. XYZ Hall]** |
| **Monday to Friday Rates** |
| Event Hire (including Kitchen) | $[XX] | $[XX] | [Additional cleaning fee may apply] |
| Event Hire (excluding Kitchen) | $[XX] | $[XX] | [Additional cleaning fee may apply] |
| Set-Up Event | $[XX] | $[XX] |  |
| Pack-Up Event | $[XX] | $[XX] |  |
| Rehearsal | $[XX] | $[XX] |  |
| **Saturdays, Sundays & Public Holiday Rates** |
| Event Hire (including Kitchen) | $[XX] | $[XX] | [Additional cleaning fee may apply] |
| Event Hire (excluding Kitchen) | $[XX] | $[XX] | [Additional cleaning fee may apply] |
| Set-Up Event | $[XX] | $[XX] |  |
| Pack-Up Event | $[XX] | $[XX] |  |
| Rehearsal | $[XX] | $[XX] | [Applicable to both weekday and weekend hires] |

### Bond/Security Deposit and Additional fees

|  |  |  |  |
| --- | --- | --- | --- |
| Venue | Bond Type | Fee | Notes |
| **[e.g. XYZ Hall]** | Bond – Low Risk Function | $[XX] | [Charged at the land manager’s discretion. Refundable] |
| **[e.g. XYZ Hall]** | Bond – High Risk Function | $[XX] | [Charged at the land manager’s discretion. Refundable] |
| [Any] | [Additional Charges] | $[XX] | [This could include security call out fees, repair costs etc.] |