

Hire Agreement between

<<Event.ContractNo>>

Wagga Wagga Civic Theatre
ABN 56 044 159 537
(Wagga Wagga City Council)

and

<<Event.Client.Name>>
for

<<Event.EventName>>

on

<<Event.DateFrom>>

THIS AGREEMENT is made on the <<SystemDate>>

BETWEEN: **WAGGA WAGGA CIVIC THEATRE (WAGGA WAGGA CITY COUNCIL)**
 ABN 56 044 159 537 of
 Cnr Baylis Street and Morrow Street, Wagga Wagga, New South Wales ("**Council**")

AND: The party named in Item 1 of the Schedule ("**Hirer**")

BACKGROUND:

- A. Council administers the use of the Wagga Wagga Civic Theatre at Burns Way, Wagga Wagga NSW 2650; and
- B. The Hirer and Council agree that Council will grant a non-exclusive licence to the Hirer to use the Venue/s at the Venue for the Performance upon the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. LICENCE

1.1 Grant of licence

Council grants to the Hirer a non-exclusive Licence to occupy and use the Venue during the Period for the Event.

1.2 No other licence

The grant of the Licence by Council and the enjoyment of the Licence by the Hirer are subject to the terms of this Agreement. Unless expressly provided for in this Agreement no other right or licence is granted to the Hirer.

1.3 Facilities

Subject to the provisions of this Agreement, Council grants to the Hirer an authority to use the Facilities, if any, in conjunction with the Licence and use of the Venue set out in clause 1.1.

1.4 No assignment

A party shall not assign, sell, transfer, delegate, licence, mortgage, charge or otherwise encumber this Agreement or any licence, right, obligation or authority hereby granted unless the other party to this Agreement has previously approved such action in writing. The other party shall not unreasonably withhold consent under this clause.

1.5 No partnership, no tenancy

The full agreement between the parties is contained in this agreement, the schedule and appendices and nothing herein shall be deemed to constitute a partnership between Council and the Hirer or to create a relationship of landlord and tenant between the parties.

1.6 Fully ticketed venue

The Hirer acknowledges and agrees that the Venue is a fully ticketed venue and Council has the exclusive right to undertake and is responsible for the printing, sale and distribution of all Tickets for each Performance.

1.7 Term of licence

The term of the Licence is for the Period.

1.8 Special Covenants

The parties hereby covenant and agree that the special covenants included in Appendix E shall apply to this Agreement and that all relevant provisions shall be read subject to these special covenants.

2. DEFINITIONS

In this Agreement the following definitions apply:

- 2.1 **“Agreement”** means this Agreement including the schedule and each appendix and annexure;
- 2.2 **“Business Day”** means Monday to Friday excluding public and bank holidays in New South Wales;
- 2.3 **“Venue”** means the Wagga Wagga Civic Theatre at Burns Way, Wagga Wagga 2650 and includes all equipment, fixtures, furnishings and fittings in those areas and includes the Venue, and the additional rooms;
- 2.4 **“Complimentary ticket”** means a ticket given to the Hirer under this Agreement in respect of which no fee or charge other than as provided in Clause 6.5 is payable;
- 2.5 **“Deposit”** means the non-refundable deposit specified in Item 6 of the Schedule payable by the Hirer to Council on or before the signing of the Agreement;
- 2.6 **“Event”** means the event (or a Performance forming part of the event) to be staged, conducted and performed by the Hirer at the Venue during the Period as set out in Item 3 of the Schedule;
- 2.7 **“Facilities”** means the additional facilities hired by Council to the Hirer, including without limitation, plant and equipment, additional rooms and performance space, as set out in Item 7 in the Schedule;
- 2.8 **“Fee”** means the fee payable by the Hirer to Council for the use of the Venue to stage, perform and conduct the Performance as set out in Item 10 of the Schedule;
- 2.9 **“Force majeure”** means a circumstance beyond the reasonable control of a party that occurs without the action, fault or negligence of the party affected. Such a circumstance may be civil disturbance, war, Strike or act of God;
- 2.10 **“Gross Receipts”** means all proceeds from the sale of the Tickets and Merchandise;
- 2.11 **“GST”** means the goods and services tax imposed on the supply of goods and services

pursuant to *A New Tax System (Goods and Services Tax) Act 1999*, as amended and any other value added tax or tax on consumption, goods or services;

- 2.12 “**House Seats**” means the number of seats stipulated in Item 13 of the Schedule available to Council for each Performance;
- 2.13 “**Industry Service Fee**” means the fee specified in Item 16 of the Schedule;
- 2.14 “**Licence**” means the non-exclusive licence granted by Council to the Hirer pursuant to clause 1;
- 2.15 “**Loss**” includes claims, demands, actions, damages, costs, losses and expenses;
- 2.16 “**Merchandise**” means any items and products offered for sale related to the Performances;
- 2.17 “**Outgoings**” means all expenses and outgoings incurred by or accrued to Council in respect of the Event and includes, without limitation, staff expenses, bank fees, management expenses, advertising, security expenses, service charges, service fees, costs of consumables, sub-hirer equipment and contractor services, production costs of Complimentary tickets, Ticket sales transaction fees, Ticket exchange fees, Ticket re-sales fees, Ticket selling fees, Credit Card Fees and any other fees and charges as set out in Item 13 of the Schedule. We reserve the right to increase these fees without notice.
- 2.18 “**Performance/s**” means the Event or part of the Event being the show, theatrical production or concerts making up the Event.
- 2.19 “**Period**” means the period of hire including, without limitation, the dates and times of such period set out in Item 4 of the Schedule.
- 2.20 “**Program**” means a printed program containing information relevant to the Performance;
- 2.21 “**Staff**” means the Venue staff designated by Council to assist in presenting the Performances;
- 2.22 “**Strike**” means the cessation of work arising from a dispute between an employer and employee or employees and includes bans or limitations on work imposed by employees or a partial or total cessation of work approved by a registered industrial association of employees;
- 2.23 “**Ticket**” means a ticket enabling admission to the Venue and the Venue for the purpose of viewing a Performance;
- 2.24 “**Transaction fees**” includes all costs and duties charged by financial institutions for the receipt of funds via the banking network;
- 2.25 “**Use**” means any rehearsal, set-up time or other use of the Venue incidental to the Performance;
- 2.26 “**Venue**” means the part(s) of the Venue to be used by the Hirer to stage conduct and perform the Event identified in Item 5 of the Schedule.

3. PAYMENTS

3.1 Fees and Outgoings

In consideration of the Licence granted by this Agreement, the Hirer will pay the Fee and the Outgoings to Council, in the amounts and by the dates specified in Item 8 of the Schedule ("Payment Date").

3.2 Labour hire

The Hirer shall at the conclusion of the Period or at any such other time nominated in writing by Council pay Council the costs of all staff provided or engaged by Council for the purpose of staging the Performances as listed in Appendix D.

3.3 Facilities and equipment

The Hirer shall at the conclusion of the Period or at such other time as may be nominated in writing by Council pay to Council the costs of Facilities, or items specified in Appendix A and used during the Period.

3.4 Promotion and publicity

The Hirer shall at the conclusion of the Period or such other time as may be nominated in writing by Council, pay to Council the costs of promoting and advertising the Event and/or any other services or items requested by the Hirer and as specified in Appendix C.

3.5 Set-off

Council may deduct the Fee and Outgoings and any money payable by the Hirer under this Agreement from Gross Receipts before paying them to the Hirer in accordance with Clause 3.8.

3.6 Deposit

The Hirer shall pay the Deposit on execution of this Agreement.

3.7 No agent or trustee

Council is not an agent or trustee for the Hirer. Gross Receipts applying to the Performances within the Period are held by Council as a debtor to the Hirer and shall be disbursed according to clause 3.8.

3.8 Gross Receipts

- (a) All Gross Receipts from the sale of Tickets (including interest earned thereon) for the Event shall be deposited by Council in a trust or segregated bank account.
- (b) All Gross Receipts shall, pending a final accounting and distribution of the final proceeds, be held on trust by Council and be applied by Council as follows:
 - (i) first, in payment of any taxes, fees and charges, including without limitation, GST;
 - (ii) secondly, in satisfaction of any liability of the Hirer to Council under this

Agreement or otherwise, including without limitation, the Fee and the Outgoings; and

- (iii) thirdly, in accordance with the provisions of clauses 3.9(c) and 3.9(d).
- (c) As soon as practicable but in any event within ten (10) business days after the expiration of the Period Council shall:
 - (i) provide the Hirer with an interim written statement showing all Gross Receipts relating to the Event and the proposed application of such receipts, and
 - (ii) at the Hirer's request, make a provisional settlement with the Hirer (although Council may withhold such reasonable amounts from such provisional settlement as it deems necessary to assure a proper final settlement).
- (d) Within twenty (20) business days after the expiration of the Period Council shall:
 - (i) provide the Hirer with a final written statement showing all Gross Receipts relating to the Event and the application of such receipts, and
 - (ii) Council shall pay to the Hirer such moneys as shall be due to the Hirer pursuant to this Agreement and after deducting the amounts referred to in clause 38(b)(i) and (ii).
- (e) The Hirer shall be entitled to examine the final statement and notify Council of any error in the statement or of any objection to any charge or thing within five (5) business days after delivery of such statement. Unless the Hirer notifies Council of such claimed error or objection within five business days after delivery of the final statement such statement shall be deemed to be a true and correct statement of account between Council and the Hirer and be binding on the parties.
- (f) If the Gross Receipts are insufficient to deduct the costs contemplated by clause 3.8(b) then the Hirer shall pay the balance owing to Council within thirty (30) days of Council's written demand for payment.
- (g) Council shall not without the Hirer's consent disclose to third parties the contents of the statements referred to in clauses 3.8(c) and (d) (other than to its auditors or pursuant to any statutory obligation).

4. USE OF VENUE

4.1 Manager's obligations

Council shall:

- (a) ensure access to the Venue to members of the public to attend the Performance;
- (b) provide all the employees and contractors of the Hirer with access to the Venue for the purposes of fulfilling their duties to present the Performance;
- (c) provide at the Hirer's cost such facilities and services as specified by the Hirer in Appendix A;
- (d) provide and schedule the personnel as specified in Appendix A to assist the Hirer to present the Performance. All personnel provided by Council remain the employees

or contractors of Council and are subject to the sole direction of Council. Any additional personnel involved in the Performance who are not employees or contractors of Council shall be subject to the consent of Council being granted in each and every instance;

- (e) be solely responsible for accepting the surrender of Tickets of admission to the Performance before a person is allowed to enter the Venue and Council shall have the right to refuse to admit any person not surrendering a valid Ticket of admission for the Performance;
- (f) be solely responsible for collecting all Gross Receipts earned in relation to the Performance that are presented during the Period whether by way of advance seat booking charges or otherwise, and any interest earned by Council on such monies shall be and remain the property of Council.

4.2 **Hirer's obligations**

The Hirer shall:

- (a) not:
 - (i) breach or allow to be breached any relevant industrial award or agreement applying to work practices in the Venue;
 - (ii) infringe or breach or allow to be infringed or breached any copyright, performing right or any industrial or intellectual or other protected right in connection with the Event and/or Performances at the Venue;
 - (iii) hinder or obstruct any member of the police force, ambulance service, fire brigade or any emergency service or any employee or contractor of Council in the performance of their duties in any part of the Venue;
- (b) conduct itself and ensure its employees and contractors conduct themselves in a proper orderly and lawful manner that does not constitute riotous disorderly or improper behaviour, nor permit or suffer any person to conduct themselves in a riotous disorderly or improper manner in or about the Venue, nor permit or suffer to be done in or about the Venue or its environs any act matter or thing which may prejudice the reputation of the Venue or Council;
- (c) comply with the all laws regulations, and requirements of state and local governments, statutory authorities and with all notices, orders or directions given by any statutory or public authority in respect to the Hirer's use of the Venue;
- (d) comply with all policies and procedures adopted from time to time by Council concerning the Use of the Venue as notified to the Hirer by Council;
- (e) comply with any requirement or reasonable direction given by Council in relation to Use of the Venue including but not limited to:
 - (i) not allowing any person to smoke in the Venue;
 - (ii) not allowing the sale of any food or beverage in the Venue;
 - (iii) not allowing animals to be brought into the Venue unless previously approved

in writing by Council;

- (iv) not allowing nor making any monetary collections or offer for sale any article in the Venue unless previously approved in writing by Council;
- (v) not bringing into the Venue any scenery, curtains, stage properties or equipment that fails to meet the safety requirements of Council or any relevant safety or fire regulation; and
- (vi) not doing anything in the Venue that, in the opinion of Council is noxious or audibly or visually offensive or a nuisance;
- (f) not do anything in the Venue that may contravene the terms and conditions of any licence or permit held by Council in respect of the supply and sale of drinks, food or other commodities and the Hirer shall comply with and carry out all lawful directions of the NSW Office of Liquor, Gaming and Racing, any local government authority or any relevant authority whether such directions are given to Council or to the Hirer;
- (g) not cancel or do anything to jeopardise or forfeit any licence, permit or authorisation held by Council and required for the operation and use of the Venue;
- (h) not display any signage at the Venue other than as expressly permitted by Council and only in the locations and by the methods nominated by Council;
- (i) report promptly any damage to any part of the Venue or to any article or thing supplied or provided in connection with the Hirer's use of the Venue and make good any such damage at its expense;
- (j) not make any alterations or additions to the structure, fittings, decorations or furnishings of any part of the Venue without first obtaining the written approval of Council. Only employees and/or contractors approved by Council shall carry out any approved alterations or additions and only in accordance with specifications and plans approved by Council.
- (k) not add any fittings, furnishings or decorations to any part of the Venue unless approved in writing by Council. The Hirer shall remove all such additions prior to the end of the Period or sooner if directed by Council;
- (l) not bring any heavy articles of machinery or equipment or any electrical cables, electrical distribution without first obtaining the written approval of Council and not load any floor, stage, lift or other mechanical equipment beyond their capacities;
- (m) not bring nor allow to be brought into nor assemble or manufacture in the Venue any firearms, explosives, inflammable substances, pyrotechnics, chemicals or other substances except as agreed in writing by Council to be necessary for the Performance provided always that the Hirer shall not allow or permit any Performance, use or act in the Venue that could cause injury to any person or property;
- (n) ensure that its employees and contractors are appropriately qualified to operate any mechanical, electrical or electronic equipment in the Venue and that only licensed personnel prepare or operate any permitted pyrotechnic effects;
- (o) maintain the following insurance cover for the whole of the Period and provide to

Council prior to the Period, evidence of the currency of such insurance cover:

- (i) public liability insurance for at least the amount specified in Item 9 of the Schedule ; and
 - (ii) workers' compensation insurance within the meaning of the *Workers Compensation Act 1987* in respect of any employee of the Hirer who enters the Venue.
- (p) not do or allow to be done anything in the Venue, or bring to or store in the Venue any item, which increases or may increase the premiums payable for any insurance policies in connection with the Venue.
 - (q) not do or allow to be done anything in the Venue, nor bring to the Venue any item, that contravenes or may damage or harm any sponsorship agreement or arrangement that Council may enjoy.
 - (r) make every reasonable endeavour to commence the Performance at the times specified on the face of admission Tickets and specified in any advertising and/or promotion of the Performance;
 - (s) ensure that all advertisements, posters and other promotions relating to the Performance comply with all relevant laws and codes and comply with Council's guidelines for advertising;
 - (t) remove from the Venue all scenery, curtains, stage properties, costumes, goods and effects of the Hirer at the end of the Period or at some other time approved in writing by Council;
 - (u) not without first obtaining Council's written consent arrange for or use any security services or staff other than the security services and staff provided by Council;
 - (v) allow Council's employees and agents to hang cloths or scenery, store, build and fit up stage sets, conduct auditions and rehearsals or otherwise use the Venue to prepare for the next event, production or performance to be held at the Venue;
 - (w) not use the Venue for any purpose other than for the Performance;
 - (x) leave the Venue in a clean and proper condition at the end of the Period to the satisfaction of Council and remove any alterations or additions and make good any damage to the Venue caused by that removal and reinstate the Venue to its former condition to the satisfaction of Council;
 - (y) Council and the Hirer shall discuss and implement any agreed mutually beneficial measures to assist in marketing and promoting the Performance to promote the sale of Tickets and to maximise Gross Receipts.

5. EVENT INFORMATION

5.1 Requirements and information forms

The Hirer shall provide the information specified on the five Appendices A, B, C, and D to Council at the following times:

- (a) Appendix A, event information and technical requirements form, at least ten business days prior to the date on which Tickets for the Performance are first to be offered for sale;
- (b) Appendix B, personnel requirements form, at least ten business days prior to the date on which Tickets for the Performance are first to be offered for sale;
- (c) Appendix C, marketing & ticketing information form, at least ten business days prior to the date on which Tickets for the Performance are first to be offered for sale;
- (d) Appendix D, settlement details form, at least ten business days prior to the commencement of the Period.

5.2 Venue requirements

Council may require amendments or modifications to the Hirer's information provided pursuant to clause 5.1 and may specify requirements for the use or operation of equipment to be utilised by the Hirer and the Hirer shall comply with any such amendment, modification or requirement.

5.3 Notifying variations

The Hirer shall immediately upon becoming aware notify Council in writing of:

- (a) any variation to the details contained in the completed requirements forms, Appendices A, B, C, and D.
- (b) any artist or performer named in a published program or in advertising for the Performance being unable or unwilling to appear in the Performance; and
- (c) any variation to the quality, nature, content, duration or expectation of the Performance for any reason;

and the Hirer shall be responsible for all costs or expenses incurred by Council as a result of the Hirer's failure to comply promptly with this clause.

5.4 Announce variations to Performance

The Hirer shall at its own cost advertise or publicise the cancellation or postponement of the Performance or any part thereof or, where required by Council, any variation in its quality, nature, content, duration or participants in the same manner and through the same media, outlets and/or locations as the advertisements or publicity for the original details of the Performance.

5.5 Information warranty

The Hirer represents and warrants that all information provided to Council concerning the Performance prior to and throughout the Period is true and correct and is not misleading.

6. TICKETING

6.1 Ticketed venue

Council is exclusively responsible for the printing, sale and distribution of admission Tickets to the Performance and the Hirer shall not, and shall ensure others do not, offer for sale, sell, re-sell or otherwise distribute or dispose of any Tickets to the Event and/or Performance.

6.2 Provision of information

The Hirer shall complete the Appendix C form and provide it to Council at least ten Business Days prior to the date on which Tickets for the Performance are first to be offered for sale. The completed form will include the following:

- (a) the name or names of the Performance and their nature, the names of artists and/or performers appearing and other particulars of the Performances including the Performance days and Performance times and the wording to be printed on Tickets;
- (b) Ticket prices, exclusive of all fees and charges;
- (c) details of Ticket sales arrangements including the dates Tickets are first to be offered for sale for each Performance and if the sale of Tickets for any Performance is conditional upon Ticket sales for prior performances during the Period reaching a particular number;
- (d) the requirements of the Performance relating to the audience seating area, particularly the locations of any sound mixing or lighting control equipment or any other structures and the locations of any seats in the Venue which are to be withheld from sale as a result;
- (e) any contingency or condition that the Performance is subject to;
- (f) details of the refunds or exchanges policy for tickets that are purchased but cannot be used by the purchasers;
- (g) the number and location of Complimentary tickets required by the Hirer subject to Clause 6.5; and
- (h) the representatives of the Hirer who are authorised by the Hirer to make decisions on its behalf concerning the ticketing requirements for a Performance and to receive ticket sales reports.

Council shall take into account the Hirer's written advice and instructions but may make its own decision in relation to any of the matters referred to in this clause.

6.3 Council's discretion

The Hirer acknowledges and agrees that:

- (a) Council is not liable for fraud, non-payment or theft by any person not being an employee of Council;
- (b) Council shall determine the format, contents and conditions relating to the printing of the Tickets of admission and shall determine the conditions of sale of the Tickets including whether the Ticket for any seat is to be sold as providing a restricted side or rear view of a Performance; and

- (c) Council may at its absolute discretion provide a refund to any person who purchased a Ticket to a Performance of the price of that Ticket or provide replacement tickets for another performance.

6.4 Changes to ticketing information

The Hirer may request that changes be made to the information provided by the Hirer under Clause 6.3 and Council shall advise the Hirer of the costs incurred in making such changes and the time required to effect those changes.

6.5 Complimentary tickets

Council may provide to the Hirer the number of Complimentary tickets specified under Clause 6.2(g) for each Performance and the Hirer shall pay on demand to Council the charge specified in Item 12 of Schedule. If the Hirer requests, and Council agrees to provide additional Complimentary tickets than provided for in Clause 6.2(g), the Hirer shall pay on demand to Council a charge equal to the selling fee of each Ticket. The Hirer shall not offer for sale, sell or re-sell Complimentary tickets or otherwise dispose of them under any contractual arrangement or for valuable consideration.

6.6 House Seats

- (a) Council shall reserve for its own use, for each Performance for which tickets are issued or sold, the House Seats and shall retain the right to determine the location of those seats. The House Seats are outside the scope of the Grant of Licence described in this Agreement.
- (b) Council may use the House Seats at its discretion, and shall:
 - (i) release for sale to the public any tickets for House Seats not utilised by Council 2 minutes prior to each Performance; and
 - (ii) include the proceeds of any sales of any tickets for House Seats in Gross Receipts.

7. PROGRAMS, MERCHANDISE, RECORDING, BROADCASTING, PHOTOGRAPHY

7.1 No sale

The Hirer shall not offer to sell, sell or allow to be sold any Programs or Merchandise other than in accordance with conditions set out in this Agreement or as expressly permitted by Council in writing.

7.2 Revenue

All revenue from the sale of Programs and Merchandise shall be retained by Council or, if not sold by Council, paid to Council on the day it is received. Council shall retain the percentage specified in Item 14 of the Schedule of the revenue earned from the sale of Programs and Merchandise and account for the balance as part of Gross Receipts.

7.3 Hirer's obligations

The Hirer shall ensure that they provide a Programs or Merchandise seller unless agreed otherwise in writing by Council 30 days prior to the Performance. The Hirer shall then be liable for the wages and any other costs associated with the provision of Staff by Council.

7.4 Third party agreement

The Hirer may with Council's prior written consent, enter into an agreement with a third party for the sale of Programs and/or Merchandise and shall provide to Council the third party's written agreement to be bound by this Agreement insofar as it is relevant.

7.5 Recording, broadcasting, photography

The Hirer must not without the prior written consent of Council cause or allow any recording, film, telecast, broadcast or photographic record to be made in or around the Venue and Council may at its sole discretion grant such consent on specific terms and conditions.

8. POSTPONEMENT AND CANCELLATION

8.1 Postponement

If the Hirer wishes to postpone its booking at any time prior to the Period:

- (a) the Hirer shall promptly notify Council in writing of its intention to postpone the booking for the Period, and Council shall assess if the dates on which the Hirer now wishes to present the Performance are available;
- (b) if the alternate dates are not available, Council shall promptly notify the Hirer and the booking of the Period shall be considered cancelled and the provisions of Clause 8.2 shall apply; and
- (c) if the alternate dates are available, this Agreement shall be deemed to be varied by inserting a new Period in Item 4 of the Schedule, but otherwise shall remain in full force and effect.

8.2 Cancellation

If the Hirer gives written notice to Council cancelling the Event:

- (a) more than 30 days prior to the commencement of the Period, the Hirer may cancel this Agreement and in those circumstances all moneys paid by the Hirer to Council will be refunded by Council to the Hirer except for the Deposit;
- (b) less than 30 days prior to the commencement of the Period, the Hirer may cancel this Agreement and in those circumstances the Hirer shall forfeit the Deposit to Council and pay the full Fee to Council.

9. INDEMNITIES & EXCLUSION OF LIABILITY

9.1 Hirer's risk of entry and use

The Hirer agrees to enter and use the Venue at its own risk.

9.2 Indemnities

The Hirer shall indemnify and keep indemnified and shall compensate Council against all claims and Loss arising from the Hirer's breach of this Agreement, its use of the Venue and the Venue, or its conduct and promotion of the Event. The Hirer's liability to indemnify Council is reduced proportionately to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or Loss.

9.3 Release

The Hirer releases and forever discharges Council from and against all actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses, which it now has or may in the future have, arising from or in connection with this Agreement and/or the Event.

9.4 No warranty of suitability

The Hirer acknowledges that Council gives no warranty that the Venue or any part of it will be suitable for the purpose of staging the Performance and that Council shall not be liable for any Loss suffered by the Hirer as a consequence of staging the Performances.

9.5 No responsibility for selection of works

Any power, right or discretion conferred on Council under any of the provisions of this Agreement shall not be deemed to impose upon Council any responsibility for the selection of the work or works to be performed or presented by the Hirer during the Period.

9.6 Extent of exclusions

To the extent permitted by law, all liability under the provisions of statutory or implied condition or warranty is excluded but any liability, which cannot legally be excluded, is limited to:

- (a) in the case of goods:-
 - (i) the replacement of the goods or the supply of equivalent goods and the payment of the cost of such replacement or supply; or
 - (ii) the repair of the goods and the payment of the cost of such repair of the goods; and
- (b) in the case of services:-
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

9.7 Consequential loss

The Venue is not liable for indirect, special or consequential Loss of the Hirer irrespective of how or why the Loss is suffered or incurred.

9.8 Force Majeure

- (a) The obligation of a party, other than the obligation to pay money, is suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by Force Majeure.
- (b) A party affected by Force Majeure shall:
 - (i) promptly give to the other party full particulars of the Force Majeure and the manner in which its obligations under this Agreement are prevented or delayed; and
 - (ii) promptly and diligently take appropriate action to enable it to perform those obligations prevented or delayed by Force Majeure except that the party is not obliged to settle a Strike, lockout or other labour supply difficulty.

10. COUNCIL'S RESERVED RIGHTS

10.1 Council's reserved rights

Council shall reserve under its discretionary control certain rights including the following:

- (a) the right to make all directions and take all actions relating to the use of the Venue by the Hirer, its employees or contractors;
- (b) the right for Council and its employees, nominees and contractors to have access to the Venue at all times for the purpose of carrying on its business at the Venue;
- (c) the right to issue passes or authorities permitting specified persons to have access to specified areas of the Venue including areas used by the Hirer in connection with the Performance;
- (d) the right to direct crowd control measures, safety and security systems and procedures and the Venue's evacuation procedures;
- (e) the right to make announcements, play videos and display images relating to any subject at the times and in the places in the Venue that it deems appropriate provided that such announcements and displayed images do not unduly disrupt or interfere with the Performance;
- (f) the right to display by way of the Venue's in-house video system in locations it deems appropriate any Performance for the convenience of Council, its employees, contractors and nominees and of the public attending the Performance;
- (g) the right to refuse admission to any person, including the Hirer, its employees and contractors, to the Venue at any time;
- (h) the right to remove any person, including the Hirer, its employees and contractors, from the Venue or any part of it at any time;
- (i) the right to remove from the Venue any items of equipment belonging to the Hirer, its employees or contractors and store them, at the Hirer's cost, in a manner and place of Council's choosing, if the Hirer does not remove such items at the end of the Period;

- (j) the right to make a recording of any Performance for archival purposes;
- (k) the right to provide catering services to the Venue;
- (l) the right to provide cleaning services to the Venue;
- (m) the right to provide security services to the Venue;
- (n) the right to supply wines, spirits, drinks, refreshments, food, confectionery or other items to persons attending the Venue;
- (o) the right to sell Merchandise, Programs and other items in the Venue;
- (p) the right to determine acceptable sound limits in respect of the Performance;
- (q) the right to print, supply, sell or otherwise distribute Tickets and the right to provide ticketing services; and
- (r) the right to enter sponsorship agreements with partners of its choice relating to naming rights of, or credit for any of the Venue's venues, rooms, spaces, services and equipment.

11. TERMINATION

11.1 Council's right to terminate

Without affecting its other rights and remedies, Council may terminate this Agreement by giving notice in writing to the Hirer at any time:

- (a) after the Hirer fails to carry out any material provision of this Agreement and the failure is not capable of remedy; or
- (b) after the Hirer fails to carry out any material provision of this Agreement, the failure is capable of remedy and the Hirer does not remedy that failure within seven days of receipt of written notice to do so; or
- (c) in the opinion of Council there is a likelihood that damage may be caused to the Venue or any part of the Venue if the Hirer exercises the rights and authorities granted by this Agreement; or
- (d) after any other event occurs or circumstance arises that in the opinion of Council, has the potential to materially and adversely affect the ability of the Hirer to perform any or all of its obligations under or to comply with the terms and conditions of this Agreement; or
- (e) after a warranty given by the Hirer in this Agreement is materially incorrect or misleading; or
- (f) if in the opinion of Council the organization of or advertising for or the manner in which any performance or use is being conducted or is proposed to be conducted is or is likely to be of a libellous, scandalous, obscene or objectionable character.

11.2 Retained rights

On termination of this Agreement under Clause 11.1 each party retains the rights it may possess against the other party in respect of any past breach of this Agreement in addition to any other rights, powers or remedies provided by law.

11.3 Failure to pay

If a party fails to pay an amount on the due date for payment, that party shall pay to the other party interest on that amount computed from the due date until the due amount is paid in full, such interest rate to be the rate specified in Schedule 5 of the Uniform Civil Procedure Rules time to time.

12. GOODS AND SERVICES TAX

12.1 Any amounts otherwise payable under this Agreement do not include GST except where express provision is made to the contrary and the consideration payable by any other party under this Agreement represents the taxable supply for which payment is to be made.

12.2 Subject to clause 12.4, if a party makes a taxable supply in connection with this Agreement for a consideration, which under clause 12.1, represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable in respect of the taxable supply.

12.3 If this Agreement requires Council or the Hirer to pay, reimburse or contribute to an amount paid or payable by Council or the Hirer in respect of an acquisition from a third party for which a party is entitled to claim an input tax credit, the amount required to be paid, reimbursed or contributed by that party will be the value of the acquisition plus, if the recovery is a taxable supply, any GST payable under clause 12.2.

12.4 A party's right to payment under clause 12.2 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

13. GUARANTEE AND INDEMNITY

13.1 The Guarantor guarantees to Council that the Hirer will comply with all its obligations under this Agreement at the time they should be complied with.

13.2 The Guarantor agrees to indemnify Council for any Loss Council suffers as a result of the Hirer not complying with its obligations under this Agreement.

13.3 The guarantee and indemnity in this clause is a continuing guarantee and indemnity and they do not come to an end until released in writing to Council.

14. GENERAL

14.1 Time and further assurance

Time is of the essence regarding all dates, periods of time and times specified in this Agreement and each party shall promptly execute and deliver all documents and take all other action necessary or desirable to effect perfect or complete the transactions prescribed in this Agreement.

14.2 Counterparts

This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.

14.3 Currency

In this Agreement a reference to "\$" or "dollars" is a reference to Australian dollars.

14.4 Joint and several

- (a) If two or more parties are included within the same defined term in this Agreement:
- (i) a liability of those persons under this Agreement is a joint liability of all of them and a several liability of each of them;
 - (ii) a right given to those parties under this Agreement is a right given severally to each of them; and
- (b) a representation, warranty or undertaking made by each of them is made by each of them in respect of itself.

14.5 Non Exercise

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

14.6 Amendment

This Agreement may only be modified, varied, amended or added to in writing signed by all parties.

14.7 Dispute resolution

Any dispute or difference arising out of the interpretation of this Agreement may be referred to Arbitration in accordance with the provisions of the Commercial Arbitration Act 1984, as amended by either of the parties at any time after the date of completion of the Licence Period provided that neither party desires to first take action at law.

14.8 No merger

No provision of this Agreement merges on or by virtue of completion of the Period.

15. Notices

- (a) A notice or other communication required or permitted under this Agreement to be served on a person must be in writing and may be served:
- (i) personally on the person;
 - (ii) by leaving it at the person's current address;
 - (iii) by posting it by prepaid post addressed to that person's current address for

- service;
- (iv) by way of electronic communication via email to the person's current email address; or
 - (v) by facsimile to the person's current number for service.
- (b) A notice or other communication shall be deemed served:
- (i) at the time of service if served personally or left at the person's address;
 - (ii) two Business Days after posting if posted within Australia to an Australian address, or in any other case eight Business Days after posting;
 - (iii) by email when it enters the person's email system; or
 - (iv) at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile service number, if served by facsimile providing that if received after 6.00pm in the place of receipt or on a day that is not a Business Day, at 9.00am on the next Business Day.
- (c) For the purpose of this clause, the address of a person is the address set out in this Agreement.

16. Governing law

- (a) The laws in force in New South Wales govern this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and waive any right to object to proceedings being brought in those courts.

EXECUTED as an Agreement.

Council

EXECUTED for and on behalf of)
WAGGA WAGGA CITY COUNCIL)
ABN 56 044 159 537)

Carissa Campbell
Civic Theatre Manager

Hirer

SIGNED for and on behalf of (hirer))
)
in the presence of:)
)
)

.....
Signature of Witness

.....
Signature

.....
Name of Witness

.....
Print Full Name

.....
Position

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

SCHEDULE 1

Item 1	Hirer:	Name: <<Event.Client.Name>> Contact: <<Event.ClientContact.Name>> <<Event.Client.TaxID>> Address: <<Event.Client.PrimaryAddress.FullAddress>> Phone: <<Event.Client.PrimaryPhone>> Fax: <<Event.Client.Fax>> Email: <<Event.Client.PrimaryEmail>>
Item 2:	Event/Name of the Show:	<<Event.EventName>>
Item 3:	Period: (Dates of hire)	<<Event.DateRange>>
Item 4:	Venue:	Wagga Wagga Civic Theatre
Item 5:	Deposit:	\$600.00
Item 6:	Facilities:	theatre
Item 7:	Payment Date:	Deposit payable by <<Event.DepositRequiredBy>>
Item 8:	Insurance:	\$10,000,000.00 per claim or event
Item 9:	Full Day Theatre Hire: (8am till Midnight)	\$2300.00 or 12% of NBO whichever is greater

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Item 10:	Complimentary Tickets:	\$0.45 per ticket
Item 11:	House seats:	8 per performance
Item 12:	Merchandise commission:	10% Gross Sales
Item 13:	Outgoings:	<p><i>Booking Fee: \$4.00 per ticket</i></p> <p><i>Access Fee per Additional Hour outside regular Hire (Between Midnight and 8am)</i> <i>\$115.00 per hour</i></p> <p><i>Front of Manager and Duty Technician*:</i> <i>\$44.00 per hour Weekdays</i> <i>\$52.00 per hour Saturday</i> <i>\$63.00 per hour Sunday</i></p> <p><i>Ushers, Merchandise Seller and Technicians*:</i> <i>\$37.00 per hour Weekdays</i> <i>\$44.00 per hour Saturday</i> <i>\$55.00 per hour Sunday</i></p> <p><i>Technical Equipment Charge:</i> <i>\$125.00 per day</i> <i>\$360.00 per Week</i> <i>(please refer to Technical Specifications for Available Technical Equipment)</i> <i>Any Additional technical Equipment that is required to be sourced externally will be on charged at Cost + 10%</i></p> <p><i>Advertising, Marketing and Catering Riders: Cost + 10% price on application</i></p> <p><i>*Minimum 3 hour call out. Additional Charges will apply for hours between 11pm – 6am. These fees may increase from July 2017.</i></p>

Performance Hire Fee **Staffing, Facilities and Services**

It is mandatory for any performance to which the **public** is admitted to have:

- Front of House Manager x 1
- Ushers x 3
- **4th Usher for more than 300 people in attendance**
- Duty Technician shall be mandatory at any time when the stage facilities are in use. They must be free to move between Backstage, Lighting Bio Box and Sound Control and cannot operate technical facilities
- Plus any other additional facilities and services as per the Hiring Agreement

Facilities and services included in the Theatre Hire and Technical Fee

Staff

- Box Officer – 45 minutes prior to performance
- ### **Facilities and services**
- Utilities including Air Conditioner, lighting throughout the building
 - Technical facilities / equipment as per Technical Specifications
 - Use of stage drapes and house curtain
 - Use of the backstage areas - dressing rooms, wardrobe space, laundry, kitchen and loading dock.
 - Normal cleaning
 - Opportunity to display posters and flyers in the foyer prior to performances
 - Event set up in Box Office system
 - Access to foyers for opening night functions
 - Event promoted on Civic Theatre's Website
 - Production Meeting prior to event if required

Facilities and services for which additional charges may be made

Staff

- Front of House Manager x 1 (as per 2016/2017 schedule of fees)
- Duty Technician x 1 (as per 2016/2017 schedule of fees)
- Ushers x 4 (as per 2016/2017 schedule of fees)
- Program and or Merchandise sellers if required (as per 2016/2017 schedule of fees)
- Sound and or Lighting and or Followspot operators if required. The Hirer may elect to employ their own production personnel in addition to the Duty Technician at their own expense, subject to their being of suitable expertise, in the opinion of the Duty Technician, and their completion of the Safety Induction

Facilities and services

- Administrative Support – phone, fax, photocopier
- Advertising assistance to the extent and subject to the conditions agreed in writing by the Manager including 10% handling fee
- Additional technical equipment
- The film, television, radio broadcast or recording fee plus direct staffing or other costs associated with such broadcasts (if applicable).
- Tuning and setting up the piano and the costs of a standby tuner if required.
- In the event of the user failing to clean or repair at the Manager's request, the Hirer shall be responsible for of the cost of any said cleaning or repairs for which is or has been created by the Hirer's performance or usage.

If smoke is being used on stage a charge of \$220.00 will apply for the changing over of our smoke

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

detectors to thermal detectors.

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

APPENDIX A

Contact Details & Technical Requirements
CONTACT DETAILS

Name of Event	
Production Company	
Hire Date/s	
Technical Contact	
Phone	
Email	

VENUE ACCESS AND TIMES

Access/Bump in time	
Rehearsal/Sound check time	
Break Time	
<i>If your booking is more than 5 hours you will need to factor in at least a 45minute break for the technicians. If you require only one staff member this break will need to include vacating the building for safety reasons</i>	
Performance Start Time	
Act 1 Duration	
Interval Duration	
Act 2 Duration	
Bump Out	
Vacate	

STAFFING

Please indicate below your total staffing requirements for the duration of your hire. Please note that a Duty Technician is required for all access times and they must be able to move freely throughout the building at all times. If you have any fly cues beyond the house curtain at the start and end of your show a flyman will also be required

	Qty.	Bump in	Rehearsal/ Soundcheck	Performance	Bump out
Duty Technician	1				
Lighting Technician					
Sound Technician					
Flyman					

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Mechanist/ASM					
Followspot operator					
Other; Please specify					

VENUE SET UP

Included in venue hire is standard lighting rig and drapery, audio and lighting consoles in default configuration (programmed to standard PA tune and located at the control position in the rear stalls) if you require an alternative to this arrangement (i.e. a pre set or pre rig of the space) additional charges may apply.

AUDIO REQUIREMENTS

	Venue to supply	Touring own	Comments
Sound system			
Audio console			
Playback			
Microphones			
Foldback			
Backline			
<i>If you require the venue to supply backline additional charges will apply, please contact venue Technical Coordinator</i>			
If venue is supplying audio do you require it preset?			
<i>Additional charges will apply and stage plot must be provided at least 4 weeks prior to performance</i>			

LIGHTING REQUIREMENTS

	Venue to supply	Touring own	Comments
Lighting Rig			
<i>Standard rig plan available upon request, consists of 2 colour wash FOH, 4 colour wash onstage and specials scattered throughout</i>			
If you intend to use your own design do you require a pre rig?			
<i>Addition charges will apply for a pre rig and may apply for alterations to standard. Plans must be supplied at least 4 weeks prior to performance</i>			
Hazer			

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for **(Event)**, on the **(Date)**

Strobe			
Mirror Ball			
Follow Spots			

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

STAGING AND SCENIC REQUIREMENTS

Do you wish to use a half or full stage?		
<i>For half stage set up the default location of our black smother is moved to Line 17, please refer to our hang plot for further information</i>		
	YES	NO
Do you require the use our staging risers?		
Will you be rigging any equipment/scenery over head?		
<i>NB: Rigging of ANY solids (not fabric) including timber and timber sheets must be hung/flown/rigged with appropriately rated equipment (droppers, chain, shackles etc). Consultation with venue Technical Co-ordinator is recommended to ensure that rigging is compliant with Australian standards</i>		
Will you require the Orchestra Pit?		
<i>Standard stage set up is with our orchestra pit at auditorium level Rows AA and BB, additional charges will apply for set and return the pit.</i>		
Do you require the Grand Piano?		
Would you like this tuned? <i>Additional charges will apply</i>		
Do you have any other staging requirements?		

VISION REQUIREMENTS

	Venue to supply	Touring own	Comments
Projector			
Screen			
Please specify details if you require the venue to supply:			
Front or rear projection preferred?			
Would you like the screen flown or on the floor?			
Do you wish to have the projector and screen preset upon arrival? <i>Additional Charges will apply</i>			

ADDITIONAL REQUIREMENTS, PLEASE SPECIFY

APPENDIX B

Front of House Requirements

Front of House Contact: Name: _____

Phone: _____

MERCHANDISE

Will you be selling merchandise? Yes/No

Do you require a merchandise seller? Yes/No
*This needs to be requested in writing
30 days prior to performance.*

If so how many sellers are required?

Times required: _____

Do you require a cash float? Yes/No

If so how much cash is required?

Do you require trestles? Yes/No

If so how many trestles are required?

Do you require a Lectern? Yes/No

Do you require a carpet screen/display board? Yes/No

Will the commission be settled on the event day? Yes/No

How will the commission be settled? Cash Invoiced

Will there be a meet and greet with performers post show? Yes/No

Are Camera's or Filming allowed during the performance? Yes/No

CATERING

Do you require any backstage catering? Yes/No

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Do you require any backstage beverages?

Yes/No

Catering requirements (please include the time it is to be served):

APPENDIX C

Ticketing Requirement

Event Name: _____

Promoter/Organisation: _____

Address: _____

Contact person/s: _____

Phone No: Business: _____ A/Hours: _____

Email address: _____

Ticket details:

Do you want to include a special logo or picture? Yes / No

It will print in black and white. Email to boxoffice@wagga.nsw.gov.au in JPG format

Any extra information you would like on the ticket?

Performance Details:

Days	Dates	Start & Finish times

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Ticket Prices and Buyer Types:

Commercial organisation booking fee

Tickets = Booking Fee \$4.00 (incl GST).

Please indicate the prices to be charged for the event buyer types. If not be used, mark N/A

- Adult: _____ + \$4.00 booking fee = _____
- Concession: _____ + \$4.00 booking fee = _____
- Student: _____ + \$4.00 booking fee = _____
- Child: _____ + \$4.00 booking fee = _____
- Group*: _____ + \$4.00 booking fee = _____
- Family*: _____ + \$4.00 booking fee = _____
- Subscriber: _____ + \$4.00 booking fee = _____
- Other: _____ + \$4.00 booking fee = _____
- Other: _____ + \$4.00 booking fee = _____
- Other: _____ + \$4.00 booking fee = _____

Definition of buyer types:

Adult: A person of 16 years or older that does not fall into other buyer type categories.

Concession: Appropriate identification is required to constitute entitlement. Standard is NSW Govt Senior's Card, Pension Card, Health Care Card or Student Card. Delete those that do not apply for your event.

Student: A person attending full time study and can demonstrate appropriate identification ie TAFE, university or is a high school student.

Child: A person of 15 years and under or as specified by promoter.

Group: A defined number of persons entitled to a discount on an adult ticket price. Must be purchased in one transaction. *Please advise number to be considered a group _____

Subscriber: A person who has subscribed to the Civic Theatre Subscription Season in the current year.

Family: 2 Adults and 2 children unless otherwise specified by the promoter. *Family booking fee is calculated with this formula: Family = total price ÷ no. of persons + b/fee for each ticket.

Wheelchair patrons: to allow wheelchair access a block of seats may need to be removed from the auditorium and may reduce the capacity of the venue.

Companion card: National Disability Services Companion Card for performances and events hosted at the Wagga Wagga Civic Theatre. When the Companion Card is presented at time of purchase a complimentary ticket is issued for the card holders essential support companion.

All buyer types can be modified to suit promoter's requirements. Please advice below.

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Other Booking Office information required:

Sales Date will be 10 business days after the receipt of contract and deposit (section 5.1).

If you wish for the on sale date to be later please provide date: _____

Are tickets to be sold as ALLOCATED SEATING or GENERAL ADMISSION?
(Please circle)

Do you require PROMOTER SEATS to be held? Yes / No
Performance date and time: _____ Number of seats: _____
(Any VIP reservations please contact Box Office to advise details)

Do you require any seats to be held for Technical Purposes? Yes / No

Do you require removal of the first two rows for use of Orchestra Pit? Yes / No

Brief description of production/event for Booking Office information:

Other promoter/organisation comments or requirements:

Performance Sales Reports: Sales Reports will be provided at the request of the designated contact persons only. This protects both the Promoter and the Booking Office in the event of unauthorised requests for information.

Primary Contact Person _____

Secondary Contact Person _____

Email address for Reports _____

I/We acknowledge receipt of the Civic Theatre Booking Office Charges and Guidelines. I/We agree to abide by these terms and conditions when using the Civic Theatre Booking Office facility and service.

Signature: _____ Date: _____

Name: _____

on behalf of: _____

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

BOOKING OFFICE CHARGES AND GUIDELINES

The Wagga Wagga Civic Theatre Booking Office provides a professional and cost effective ticketing service for shows and events held in Wagga Wagga and surrounding districts. Patrons are able to purchase tickets by telephone, internet, fax, mail or in person.

The Wagga Wagga Civic Theatre adheres to the Australasian Entertainment Industry Association (AEIA) Code of Practice for the Ticketing of Live Entertainment in Australia (1 April 2005).

Civic Theatre Booking Office Opening Hours (closed public holidays)
Monday to Friday 10.00am – 5.30pm

Contact Details

Civic Theatre Booking Office
Wagga Wagga Civic Theatre
Burns Way (off Tarcutta Street)
PO Box 20
WAGGA WAGGA NSW 2650

Phone Number (02) 6926 9688
Fax Number (02) 6926 9689

Box Office Coordinator – Brad Ingram
Direct Line 02 6926 9682
Email ingram.brad@wagga.nsw.gov.au

Advertising/Marketing

Under an agreement where the promoter uses the Civic Theatre Booking Office the booking directions should read:

Essential inclusion on your marketing materials:

Box Office details

Civic Theatre Booking Office
Ph: 6926 9688
www.civictheatre.com.au

The Civic Theatre Booking Office understands the importance of effective and appropriate promotion and has outlined the minimum marketing services for ticketing. All services offered will be dependent on quality of materials, appropriateness and will be at the discretion of Theatre management.

Marketing Services

- A listing in our What's on Sale listing - a typed newsletter available from the Theatre foyer
- Printed promotional material displayed in designated areas in Theatre foyer
- Events staged at and ticketed by the Civic Theatre Booking Office are automatically listed on the Civic Theatre website
- Internet booking links can be provided that you can use in websites or email marketing, making it easier for customers to book tickets,
- The opportunity may arise for mention in regular radio promotion spots,
- The opportunity may arise for mention in the weekly advertising placement in the local Riverina Leader
- Event included in our e-newsletter. Advance offers and special offers can be a very effective marketing tool. Please contact staff to discuss your options.
- Mention in the weekly Theatre newspaper page – what's on listing
- Listing on the Theatre face book page

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for **(Event)**, on the **(Date)**

- Event promoted on plasma screens in Theatre foyer,
- Assistance with suggestions for effective local marketing,
- Media contacts listing for all media contacts.
- Updated sales reports on request,
- Access to the Theatre's promotional partnerships with media organisations.

Promotional partnerships:

- The Theatre uses a poster contractor who does a whole of city distribution for \$130, we can ask him to include any special interest locations in the distribution eg child care Venues if it's a children's production.
- The local paper marketing partnership with the Theatre which we extend to you - this means a cheaper advertising rate and an additional 'free' placement of the ad. The deadline for booking/artwork with The Daily Advertiser is generally 2pm the day before, and 2pm on Thursday for the Weekend edition.

What's On guide

Each month the Visitors Information Venue produces a monthly What's On pamphlet (print run of 6000 depending on demand and 1000 emailed). Inclusion is free but correct information must be supplied by the 1st of the month beforehand. Pamphlets are distributed to all accommodation providers, Visitors Venues within 200km radius of Wagga Wagga, doctor's surgeries, schools and community groups.

The staff at the Civic Theatre Booking Office are happy to discuss your individual marketing requirements, to ensure the best outcome for your event.

Refunds and Exchange of Tickets

Tickets are not refundable. Refunds are only available as per the Live Performance Australia Ticketing Code of Practice.

Postage of Tickets

Any tickets that are requested by the customer to be posted, the customer will be charged an additional fee of \$2.00 to cover costs.

Reservations

Reservations and payments can be made by customers over the phone or in person at the Booking Office. Customers may reserve seats and pay for them up to and on the day of the performance while the tickets are available from the Civic Theatre Booking Office. Management reserves the right to change this policy to meet Wagga Wagga Civic Theatre & promoter needs. Management reserves the right to return any unpaid reservations to general sale as it sees fit.

Ticket Charges

Events organised by commercial organisations will attract a booking fee of \$4.00 (includes GST) will be charged to the customer on each ticket for the ticketing service provided by the Civic Theatre Booking Office.

Complimentary tickets issued by the Booking Office will incur a fee of 45 cents (includes GST) per ticket for the first performance. Complimentary tickets for subsequent performances will attract the booking fee of \$4.00. Fees are charged to the promoter unless otherwise requested

Cancellation of an Event

Where a promoter cancels a performance and tickets have been sold on behalf of the promoter by the Civic Theatre Booking Office the promoter will be liable for the following costs:

A cancellation fee will be charged on each ticket to cover the initial costs of selling the ticket. This will be equivalent to the booking fee paid on the ticket i.e.\$4.00

Where the Booking Office is required to provide a refund to patrons or exchange tickets to a new performance, an additional administrative fee of \$4.00 will be charged for this service.

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for
(Event), on the **(Date)**

Collection of Personal Information

The Wagga Wagga Civic Theatre respects the privacy of all customer and business contacts, and is committed to safeguarding the personal information provided and to complying with the National Privacy Principles in the Privacy Act 1988 (the NPPs). The Wagga Wagga Civic Theatre will comply with NPP1.3 when it collects personal information from customers and with NPP2 when it uses and discloses this personal information.

Credit Card Charges

Bankcard, Visa, American Express, Mastercard and EFTPOS are accepted.

Commercial events - a service charge of 1.5%, (includes GST) is payable by the promoter on each ticket, that is purchased through our credit card/EFTPOS facility from the Civic Theatre Booking Office.

Other payment types

Cheques are accepted and payments should be made payable to Wagga Wagga City Council. EFTPOS facility is available, but no cash withdrawal service available.

GST Disclaimer

The promoter using the Civic Theatre Booking Office facility is responsible for all GST incurred on the event component cost of the ticket, that is, the total price less the booking fee. Civic Theatre Booking Office accepts no responsibility or liability for payment of GST on the event component cost of the ticket.

National Disability Services Companion Card

The Wagga Wagga Civic Theatre recognises the National Disability Services Companion Card for performances and events hosted at the Wagga Wagga Civic Theatre. When the Companion Card is presented at time of purchase a complimentary ticket is issued for the card holders essential support companion. www.nds.org.au/nsw/companioncard.htm

Reconciliation and Payment of Monies owed to the Promoter

Civic Theatre Booking Office is a subsidiary of the Wagga Wagga City Council. Normal payment policy by the Council is 30 days. All endeavours will be made to settle accounts with promoter as soon as possible.

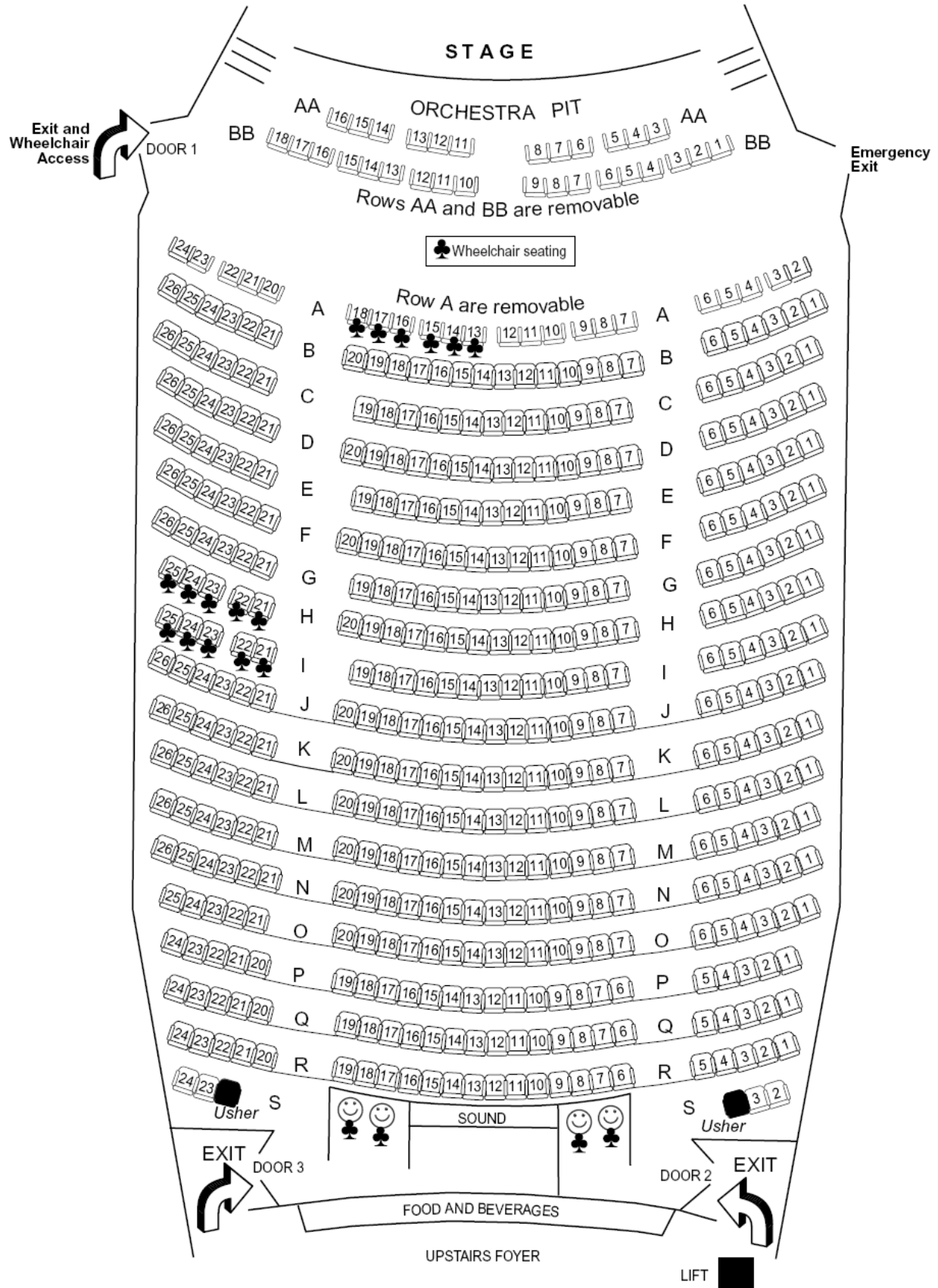
To meet promoter contracts and license obligations, performance sales reports will be available to the promoter by reasonable request to the Box Office Supervisor during the event/performances and after when required. Reports are generally sent on Tuesdays and Fridays, then daily two weeks out from your event.

Civic Theatre Booking Office Personnel

Any enquiries concerning the service of the Civic Theatre Booking Office, Wagga Wagga Civic Theatre can be directed to Box Office Supervisor on (02) 6926 9682 or by email boxoffice@wagga.nsw.gov.au during opening hours.

The Civic Theatre Booking Office looks forward to assisting you in the lead up to your event.

Commercial Hire Agreement between Wagga Wagga Civic Theatre and Hirer for (Event), on the (Date)



APPENDIX D

Settlement Details

Make sure it reflects what is currently in our document

Would you prefer your final settlement payment by direct credit? Yes/No

NB: Please fill in details below.

Would you prefer your final settlement payment by cheque? Yes/No

NB: Please fill in details below.

<p>Direct Credit Details</p> <p>Company Name: _____</p> <p>Account Name: _____</p> <p>Bank Name: _____</p> <p>BSB No: _____</p> <p>Account No: _____</p> <p>Email for Remittance: _____</p>
--

<p>Cheque Details</p> <p>Name/Company: _____</p> <p>Postal Address: _____</p> <p>_____</p> <p>_____</p>
--

Signed by Promoter or Authorised Person _____

APPENDIX E

Special Covenants