

WOLLUNDRY LAGOON PRECINCT & AMPHITHEATRE

The Wollundry Lagoon Precinct and Amphitheatre is an ideal location for markets, food events, community and cultural celebrations, performances and gatherings. The Civic Theatre has toilets accessible externally for hire for precinct and amphitheatre events. Wagga Wagga City Council administers the use of the Wollundry Lagoon Precinct and Amphitheatre. Bookings are made via the Civic Theatre Venue Coordinator. Your event must comply with the current DA for the Venue. If your event requires any infrastructure you may be required to submit your own development application (DA). If required a DA will need to be lodged at least 8 weeks prior to your event. You can find further information on the Wagga Events webpage www.waggaevents.com.au, or by emailing events@wagga.nsw.gov.au.

1. Fees and Payments

Community or Not for Profit Event

Venue Hire	\$150 per day
Event Bond	\$150 per event
Toilet Facilities	\$95 per day

Commercial Event

Venue Hire	\$275 per day
Event Bond	\$1,000 per event
Toilet Facilities	\$95 per day

*Please note all rates will be updated from July 2019.

- a) Payment must be received to confirm the event. An invoice will be sent to you via email for payment.
- b) If you wish to apply for a Council Fee Waiver, please address the General Manager in writing with the details of your event, when it is, what it is about and why you are requesting a fee waiver. This should be done at least 3 months before the event.
- c) Bookings are not finalised until payment has been processed, hire agreement has been signed and returned to the Civic Theatre Venue Coordinator.
- d) Notice of cancellation is to be submitted no less than 1 month prior to the date of booking. Within 1 month fees will not be refunded. All cancellations are to be submitted in writing or to the Civic Theatre Venue Coordinator.
- e) Pre and post event condition reports will be completed. Any damage will be taken from the event bond or invoiced to the Hirer. The remaining bond will be returned to you upon completion of your event.

2. General

- a) Any access to the Civic Theatre toilets must be agreed in advance, and additional fees will apply. Hirer must arrange to collect keys from the Civic Theatre in advance, and be responsible for disarming and alarming the security system before and after use.
- b) The Wagga Wagga Civic Theatre is a non-smoking venue. This includes no smoking within 10 metres of the entrance to all buildings.
- c) It is your responsibility to ensure that any service providers equipment and decorations are collected at the conclusion of the hire period.
- d) Bump in and out shall only be permitted one day pre and post event with work permitted to take place between 8:00am and 6:00pm daily.
- e) During the event all entertainment shall commence no earlier than:
 - 7:30am Monday to Saturday
 - 8:00am Sundays
 and shall cease at:
 - 8:00pm Sunday night.
 - 11:00pm Monday to Thursday nights
 - 12:00am Friday and Saturday nights
- f) Please note that Parks are a public space and general public may access unrestricted areas.
- g) Burns Way is not to be obstructed by vehicles or closed off without prior approval from Council. Parking restrictions are to be abided by the Hirer and failure to do so may result in fines or cancellation of the Hire Agreement.

- h) Vehicles are not permitted to drive or park on pathways or lawns. Prior written approval must be obtained and any conditions must be adhered to. Heavy vehicles required must come to site as late as possible in your schedule and leave as early as possible. Matting may be required to protect grass under vehicles.

3. Damages and Responsibility

- a) The Hirer is responsible for all patrons' behaviour and any property damage to the Venue.
- b) If there is damage of any kind caused to Council's property or building the cost of repairs will be borne by the Hirer, however repairs will be facilitated by Council.
- c) Any additional cleaning required will be charged to the Hirer.
- d) The event organiser will be liable for all damage to the park surfacing and infrastructure including but not limited to; turf replacement, turf decompaction, repair and/or replacement of irrigation components, existing plant material, existing trees, toilet amenities and/or other repairs/replacements required as caused by the use of the venue for the event hereby approved.

4. Approval

- a) The Hirer is required to be 18 years of age and Council may request proof of age prior to accepting the booking.
- b) Due to the close proximity of residents to this facility, Council recognises the need to give special consideration to all proposed events. Hirers are asked to recognise the limitations of this facility.
- c) It is the responsibility of the Hirer to ensure that material deemed offensive is not incorporated into performances. Failure to comply could result in fines and possible termination of the event.
- d) Hirers must fill out the hire agreement prior to bookings being accepted. Hirers will receive a Wagga Wagga Civic Theatre representative countersigned copy of the Hire Agreement by way of confirmation.
- e) Wagga Wagga City Council reserves the right to refuse proposals deemed unsuitable for this facility.

5. Insurance

- a) The Hirer must provide the Venue with a copy of a current Public Liability policy for an amount not less than \$20,000,000. This policy must indemnify Council from any liability arising out of the Hirer's use of the facility.
- b) The Hirer unconditionally releases all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) which The Hirer has or may have against Wagga Wagga City Council, its councillors, officers, employees or agents (other than The Hirer) arising out of or in connection with an act, default or omission of The Hirer or any of its officers, employees or agents. The Hirer agrees not to sue or make any claim or demand against the Wagga Wagga City Council, its councillors, officers, employees or agents in respect of matters covered by this release.
- c) The Hirer indemnifies, holds harmless and defends the Wagga Wagga City Council, its councillors, officers, employees or agents (other than The Hirer) against loss (including legal Costs and Expenses) or liability reasonably incurred or sustained by any of the indemnified persons arising from a claim, suit, demand, action or proceeding by any person against any of the indemnified persons where the loss or liability arises out of or in connection with an act, default or omission of The Hirer or any of its officers, employees, clients, invitees or agents.
- d) The Hirer agrees that indemnity granted under this clause shall continue in full force and effect irrespective of the fact that this Agreement may have terminated.

6. Production

- a) Power
There are a number of General Power Outlets (10amp GPO's) as well as 2 x 20amp 3 phase outlets located in the Amphitheatre. There are also a number of GPO's located throughout the Precinct. Please note that a 3 pin plug is required to access the GPO's. Keys are required to open power boxes, please arrange any access required to power in advance. A map of power locations can be provided.
- b) Lighting
There is flood lighting available in the Amphitheatre. Keys are required to access the lighting facilities. Please arrange access in advance.
- c) Sound Levels
The use of amplified music or public address systems, other than background music or non-amplified live entertainment, is prohibited after 12 midnight on Friday and Saturday nights, and 11pm all other nights.

- d) **Health, Safety and Risk Management**
Occupational Health & Safety regulations and Risk Management requirements must be practiced. Risk Assessments are the responsibility of the Hirer and can be requested by the Council at any time. We will discuss all safety concerns with you, but in the event of any dispute regarding safety, our determination will prevail.
Portable fire extinguishers shall be provided at all areas presenting a potential fire hazard. This includes, but is not limited to, cooking areas, projection areas and smoke machine locations. Fire extinguisher locations shall be prominently labelled and clearly visible.
- e) **Fireworks**
The use of fireworks must be approved by Council, and arranged in accordance with a licence granted under the Explosives Act 2003.
- f) **Erection of Temporary Structure**
Where your event requires the erection of a temporary structure Development Application (DA) approval may be required. A DA will need to be lodged at least 8 weeks prior to your event with the Wagga Wagga City Council. For further information please visit the Wagga Events webpage www.waggaevents.com.au, or email the events team on events@wagga.nsw.gov.au.
- g) **Candles & Wax**
Burning of candles and wax is prohibited within the Wollundry Lagoon Precinct and Amphitheatre. Failure to comply could result in fines and possible termination of the event.
- h) **Furniture**
Chairs and tables may be set for your event as required. All furniture used must be safe and in working order. Council does not supply furniture for events.
- i) **Fair Rides and Amusements**
Fair rides and amusements are permitted on the condition that:
- Approval is to be given by Council.
 - Appropriate legislation and risk management is adhered to.
 - Setup and strike must be conducted safely and work areas are to be enforced as required.
 - Any damage must be rectified prior to your departure.

7. Food and Beverage

- a) **Catering**
The Hirer has the right to arrange catering facilities. You can download further information and relevant applications at www.waggaevents.com.au or by emailing events@wagga.nsw.gov.au.
- b) **Alcohol Consumption**
Any event that includes the sale or consumption of alcohol, a liquor licence is to be obtained prior to the commencement of the event from the Office of Liquor, Gaming and Racing. Any alcohol consumption must be within the terms of the licence. Application forms can be downloaded at www.olgr.nsw.gov.au.
For any queries please contact the Events Wagga team at events@wagga.nsw.gov.au.
- c) **Waste Management**
Hirers are responsible to ensure appropriate waste management is in place for their event. All litter is to be cleaned up immediately following the event. In cases where events conclude in the evening, the site must still be left neat and tidy. The Hirer must have all litter cleared by 12 noon the following day. Should a Hirer for any reason fail to clean the site this will be carried out by Council with the cost to be borne by the Hirer.



**WOLLUNDRY LAGOON PRECINCT & AMPHITHEATRE
BOOKING FORM**

To be returned to the Wagga Wagga Civic Theatre Venue Coordinator - venuecoordinator@wagga.nsw.gov.au

Name of Hirer/Organisation _____

Contact person _____

Mailing address _____

Contact details: Phone: (BH) _____ (AH) _____

Email _____

Event title _____

Description of Event

Venue/s required: Wollundry Lagoon Precinct Amphitheatre Both

Day _____ Date _____ Estimated attendance _____

Setup Start _____ Finish _____

Event times Start _____ Finish _____

Strike Start _____ Finish _____

Planned Setup

Is there an Entry Fee or Donation to the Event? Yes No

Will alcohol be consumed? Yes No

Will alcohol be sold? Yes No

Will you be erecting any temporary structures? Yes No

Do you require access to general power outlets? Yes No

Do you require access to 3 phase power? Yes No

Do you require access to toilet facilities? Yes No

Do you require flood lighting? Yes No

Will there be any media or filming? Yes No

If yes, additional details _____



Are there any other requirements? _____

Your Responsibility as the Hirer

1. I confirm that the booking details including venue, date(s) and time(s) required, as set out above are correct and include the time required for setting up the venue and cleaning prior to departure.

2. I understand that I will be required to pay for additional time the venue is used.

3. I have read and understood the Hire Agreement and agree to Wagga Wagga City Council conditions of hire, as well as any additional conditions of use issued by the Venue Coordinator, and agree to abide by these conditions.

4. I undertake to be responsible for payment of the bond, hire charges and GST; as well as the cost of any additional services, cleaning required or repairs due to damage caused in association with the hire of the venue.

I am attaching evidence of my organisations current public liability insurance with a minimum cover of \$20million

EXECUTED as an Agreement.

HIRER

Signed _____

Print Name _____

Position _____

Witness _____

Print Name _____

Date _____

VENUE

Signed _____

Print Name _____

Manager, Civic Theatre

Witness _____

Print Name _____

Date _____