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 License 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]

[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. The responsible person must provide photo identification and sign the hiring agreement.

#### Applicant Details

|  |  |
| --- | --- |
| I/we: | *name of applicant*…………………………………. |
| **of:** | *Address* |
| **phone:** | *phone number* |
| **Wish to hire the**  | *venue type e.g. hall* |
| **of the**  | *XYZ Crown reserve* |
| **From**  | *time start* AM/PM to | *time end* AM/PM |
| **On**  | *from date to date (X total day(s))* |
| **The fee for this hire is**  | *fee amount* plus a $*bond amount* Bond |

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

#### Special Conditions on 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

Hirer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Reserve manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

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

|  |  |
| --- | --- |
| Event | $ |
| Set-up  | $ |
| Pack-up | $ |
| Holding fee | $ |
| **Total** | **$** |

### Refundable deposits (refer to schedule):

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

## Conditions:

#### Hire Period

Your booking will start and end at the times set out in the hire agreement. You will not have access to the venue before or after these times, 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 booking period may incur additional costs

### Payment of fees

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

Insurance

Low Risk/Non-Commercial Activity (i.e. birthday parties) – insurance cover is provided for damage to property or injury to persons in the event of an incident that is directly related to the hire of the Venue.

High Risk/Commercial Activity – the applicant is required to provide their own insurance at their own cost for the period of hire. You must accept responsibility for any claim for damage to property or injury to persons which arise from your use and occupation of the Venue.

The [Reserve Manager] will not accept responsibility for damage or loss of personal property or merchandise left on the premises prior to, during or after any event (applicable to both low and high risk).

No Smoking

Smoking is banned within 4 metres of a pedestrian entrance to or exit from the reserve venue.

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.

Cancellation by hirer

Please notify the [Reserve Manager] as soon as possible if the venue hire is cancelled. A cancellation fee of [$XX] will apply if less than [XX] weeks’ notice of cancellation is given (refer to schedule).

Emergency and evacuation procedure

When the fire alarm is activated, the fire department will respond directly. No person other than a fire officer is to try and disengage the fire alarm.

The evacuation of the venue is to be coordinated by a minimum of two nominated persons. Their role instruct all attendees in the main room to Emergency Exits. Then, if in no danger, make a sweep of all other rooms (such as the kitchen and toilets) to ensure that all people are out on the venue. All people 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.

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.

Patron behaviour

It is understood that patrons will conduct their functions in an orderly manner and in full compliance with the [Reserve Manager]’s direction and all applicable laws. [Reserve Manager] reserves the right to exclude or eject any persons from the function or premises without liability. There must be responsible adults in attendance for the duration of the hire period.

Maximum occupancy

The number of persons attending does not exceed the limit set in the venue hire agreement, as outlined in the special conditions section.

Cleanliness

You must leave the venue in a clean and tidy condition and return it to the condition before the time of hire. If the venue is not left in a clean condition, any cleaning costs incurred will be at your cost and may be deducted from the bond. If the cost of damages exceeds the bond, the applicant is liable for the shortfall.

Alcohol

If you wish to sell or serve alcohol, contact the NSW Office of Liquor, Gaming & Racing to determine if any licence or regulations apply. Under no circumstances is alcohol to be supplied to persons at the venue who are under 18 years of age.

Electricity

Electrical equipment brought into the venue must be tested and tagged prior to the hiring period.

Decorations

You must not affix any decorations to the walls or floors of the venue by nails, screws, hooks, blue tack or use adhesives in any part of the venue, without the consent of [Reserve Manager]. You must remove all decorations from the venue within the hire period or as directed by the [Reserve Manager].

Keys

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

#### Noise

Endeavour to limit offensive noise by employees, agents and licensees, as well as audiences while entering and leaving 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] |  |
| Holding Fee between booked hours | $[XX] | $[XX] | [Applies when venue is set up and not available to other users/hirers] |
| **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] |  |
| Holding Fee between booked hours | $[XX] | $[XX] | [Applies when venue is set up and not available to other users/hirers] |

### 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.] |