

Karting Victoria
P.O. Maiden Gully 3551
Mobile: 0409334175
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THIRD PARTY TRACK USE CONDITIONS OF HIRE

1. This Agreement is made between _____ Kart Club Inc (“the Club”) and (“Hirer”)
2. The Club agrees to allow the Hirer use of the Club’s track facility (“the venue”) from: _____ am/pm / / to: _____ am/pm / / (“the hire period”)
3. The Hirer agrees to pay the Club the sum of \$ _____ (plus GST) for use of the venue. The Club will provide the Hirer with a tax invoice.
4. The Club is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer’s use of the venue. The Hirer releases the Club from any claim made against the Club arising out of, in connection with or caused by the Hirer’s use of the venue.
5. The Hirer indemnifies the Club from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the Hirer’s use of the venue.
6. The Hirer agrees to effect public liability insurance for an amount of not less than \$10 million per occurrence and to provide a Certificate of Currency to the Club at least three (3) weeks prior to commencement of the hire period. The Hirer agrees to keep the policy in force for the duration of the hire period.
7. The Hirer agrees to reimburse the Club for the full cost of repairing any damage caused to the venue, its facilities and any other property owned/operated by the Club.
8. The Hirer agrees to notify the Club of all injuries or damage arising out of the Hirer’s use of the venue within seven (7) days of becoming aware of the injury or damage.
9. No person is authorised to enter the venue outside the hire period by this agreement. Where set up time is required it is to be included in the hire period.
10. The person in charge of the Hirer must sign in for the group on the sign in book located in the booth next to the venue entry.
11. No paint, solvents or flammable liquids are allowed on the surface of the venue’s including the out-grid and in-grid (Concrete areas). Any need to refuel a vehicle or equipment must be done so in the gravel areas of the pits at the venue.

12. Any issues associated with the use of the facility will be reported to the Secretary of the the Club ASAP via email
13. The Hirer acknowledges receipt of these Conditions for Hire of the venue and agrees to be bound by them.
14. The Club may require the Hirer to pay a security bond as a condition of permitting the Hirer to use the venue, such bond to be no greater than the cost of the hiring fee in these conditions. If the Club requests a security bond then it must be paid by the Hirer at least seven (7) days before the Hirer's proposed use of the venue under these conditions. In the event that the Hirer cancels its book prior to the proposed use under these conditions, then it will forfeit its security bond.
15. It is the responsibility of a Hirer to obtain all relevant approvals, licences and permits from any responsible authority required by reason of its use of the venue.
16. The Hirer shall comply with any statute, by-law, regulation, permit condition or other requirement or lawful direction which complies to its use of the venue.
17. The Club may terminate the agreement if it forms a reasonable opinion that continuation of these conditions would be unsafe to any persons or where the Hirer has failed to rectify any default after being given reasonable notice. In the event of such termination, then the Club will be entitled to reimburse any losses or expenses it has incurred pursuant to these conditions of hire from the security bond described at clause 14.
18. The Hirer will ensure that the venue is properly maintained and kept in good repair during its use of the venue including but not limited to disposal of waste, provision of adequate toilet facilities and returning the venue to the Club in a comparable state. The Club and the Hirer will meet before and after the Hirer's use of the venue under these conditions for the purpose of inspecting the venue and preparing a pre and post condition report on the state of the venue.
19. The Hirer acknowledges and accepts that it is the Hirer's responsibility to ensure that the venue is fit for purpose prior to any event taking place and that the Hirer has an ongoing responsibility throughout its hire of the venue to ensure that the venue remains fit for purpose. The Hirer acknowledges that it has been given reasonable access to the venue for the purpose of satisfying itself as to its fitness for purpose.
20. Should the arrangements made by the Hirer in respect of any aspect of the venue become apparent to the Club as being inadequate either before, during or after the term of hire, then the Club shall be entitled to intervene and take whatever action it deems reasonably necessary to satisfy the requirements of any statutory authority or government instrumentality. All the costs of such remedial action shall be met by the Hirer.

The Hirer is responsible under these conditions for any actions or omissions of its agents, employees, invitees, guest, patrons and members of the public attending the venue during its period of hire by the Hirer under these Conditions of Hire.

Signed by the Hirer:

Signed by the Club:

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Name:

Name:

Address:

Position:

Date:

Date: