**KART TRACK THIRD PARTY VENUE HIRE AGREEMENT**

**Details**

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| --- | --- |
| **Date** |  |
|  |  |
| **Parties** |  |
| Name: | <Full Name of the Club> Club |
| ABN: |  |
| Short Form Name: | (the **Club**) |
| Notice Details: | <Contact details for notices and Communications> |
| Email Address: | <Club email address> |
|  |  |
| Name: | <Full Name of Hiring Entity> |
| ABN: |  |
| Short Form Name: | (the **Hirer**) |
| Notice Details: | <Contact details for notices and Communications> |
| Email Address: | <Club email address> |

**Background**

1. The Club is a Karting Club that is affiliated with <Name of State Association> Inc. and as a consequence of such affiliation, is a Club Member of Australian Karting Association Ltd.
2. The Hirer is a business that wishes to hire the Venue (including the Track) that is <owned, leased, used – delete as appropriate> by the Club for the purpose of <state the purpose for which the Club is willing to hire the Venue to the Hirer> (the **Agreed Use**).
3. The Venue includes but is not limited to a closed permanent Track, beginning and ending at the same point, built, or adapted specifically for Australian Karting Association Ltd Sanctioned Karting activity, an in-grid and out-grid, paddock area, scrutineering area and toilets <list any other building/s to which access is to be provided to the Hirer>.
4. The Venue is located at:

|  |  |
| --- | --- |
| Street Name & Number |  |
|  |  |  |  |  |  |
| Town/City/Suburb |  | State |  | Postcode |  |

1. The dates and times for which the Hirer will be provided access to the Venue for the Agreed Use (the **Hire Period**) are:

|  |  |  |  |
| --- | --- | --- | --- |
| Start Date For Hire: |  | End Date For Hire: |  |
|  |  |  |  |
| Start Time Each Day: |  | End Time Each Day: |  |

1. The Club has agreed to hire the Venue to the Hirer for the Agreed Use.

**Agreement**

1. This Agreement sets out the terms and conditions that have been agreed between the Club and the Hirer for the Hire of the Venue.
2. Upon supply of a Tax Invoice to the Hirer by the Club, the Hirer agrees to pay the Club the Hire Fee specified in Schedule 1 to this Agreement for the right to use the venue in accordance with the terms of this Agreement.
3. 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.
4. The Hirer indemnifies the Club, <Name of State> Association Inc and Australian Karting Association Ltd. 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.
5. 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.
	1. The following entities should be noted as either Insured or Interested Parties on the Certificate of Currency:
		1. The Club
		2. <Name of State> Association Inc.; and
		3. Australian Karting Association Ltd.
	2. The Insured/Interested Party clause on the Certificate of Currency should be as follows:

*“The* <Full Name of the Club>*, <State> Karting Association Inc. and Australian Karting Association Ltd are noted as <insured/interested> parties in respect of any liability arising out of the Agreed Use of the Track located at <full address of the Track> by the insured and subject always to the terms contained in or endorsed on this Policy and the limit of indemnity provided by this policy.”*

* 1. The Hirer agrees to keep the public liability insurance policy in force for the duration of the Hire Period.
1. 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.
2. 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.
3. No person is authorised by the Club to enter the Venue outside of the Hire Period detailed in this agreement.
	1. Where set up time is required it is to be included in the Hire Period.
4. The authorised representative of the Hirer specified in Schedule 1 must sign in for the hire group on the sign in book located at <specify the location of the sign in register> on each occasion that the Hirer attends the Venue for the Agreed Use. *[Removable Clause]*
5. No paint, solvents or flammable liquids of any kind are allowed on the surface of the Venue including the Track, out-grid and in-grid (concrete or bitumen areas).
	1. Any need to refuel a vehicle or equipment must be done so in the gravel areas of the pits at the Venue.
6. All issues associated with the use of the facility will be reported by the Hirer to the Secretary of the Club by email at the earliest possible time.
7. The Hirer acknowledges receipt of these Conditions for Hire of the Venue and agrees to be bound by them.
8. The Club may require the Hirer to pay a security bond that will be specified in Schedule 1 to this Agreement (the **Security Bond**) as a condition of permitting the Hirer to use the Venue.
	1. 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 this Agreement.
	2. If the Hirer cancels its booking prior to the proposed use under these conditions, then it will forfeit its security bond.
9. 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.
10. 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.
11. 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.
	1. In the event of such termination, then the Club will be entitled to reimbursement of any losses or expenses it has incurred pursuant to this Agreement from the security bond prescribed at Clause 19.
12. 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 and returning the Venue to the Club in a comparable state to that which existed at the commencement of the Hire Period.
	1. The Club and the Hirer will meet before and after the Hirer’s use of the Venue for the purpose of inspecting the Venue and preparing a pre and post condition report on the state of the Venue.
13. 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.
	1. 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.
14. 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.
	1. All the costs of such remedial action shall be met by the Hirer.

It is agreed that the Hirer is responsible under this agreement 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 this Hire Agreement.

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| --- | --- | --- |
| **Signed by the Hirer** |  | **Signed by the Club** |
| Signature: …………………………………………………………… |  | Signature: …………………………………………………………… |
| Name: |  | Name: |
| Position: |  | Position: |
| Address: |  | Address: |
| Date: |  | Date: |

**Schedule 1**

1. Hire Fee: The Hire Fee payable by the Hirer in accordance with Clause 8 is: <$xxx.00> per day.
2. Security Bond: The Security payable by the Hirer in accordance with Clause 19 is: <$xxxx.00>
3. Authorised Representative: The authorised representative of the Hirer specified in Clause 15 is: <Name>