



Venue Hire Agreement

Lithgow City Council - Ironfest

Lithgow City Council hire the premises located at the address here under and Ironfest Inc. accepts this periodic agreement subject to the covenants, conditions and payment of fees contained below and annexed hereto. The agreement of these premises is in "as is" condition.

Location:	Tony Luchetti Showground + Lithgow Civic Ballroom
Street Address:	George Coates Avenue, Lithgow
Event Dates:	Friday 20, Saturday 21 and Sunday 22 April 2018

Event Description:

Annual cultural event celebrating humanities relationship with metal.

Event Contacts:

Ironfest PO Box 461 Lithgow 2790 E: ironfest@lisp.com.au	Rich Evans Festival President T: 0488188786
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Lithgow City Council Sponsorship - \$ 13,530.00 (Inclusive of GST)

You are not entitled to any payment under Financial Assistance Program until the following documents have been received by Council.

- A copy of your Certificate of Currency for \$20M Public Liabilities Insurance for the hire period of the venue.
- A signed copy of the Venue Hire Agreement.

You acknowledge and agree that where an event is cancelled by you, Council will not be liable for any loss, debt, payment or claim made by you or any other person, including any liability for sponsorship payment, provision or claim made under or pursuant to this agreement.

You acknowledge and agree that where an event is cancelled by you, any sponsorship provided or paid by Council to you or your representative will be returned or remitted in full to Council within twenty (20) Business Days of the cancellation date unless otherwise agreed in writing by Council.

You agree that Council will incur no liability for the late payment of any funds; late delivery of any equipment; or late provision of any In-Kind Sponsorship.

As part of the sponsorship of this event Council will receive the following:

- Acknowledgement of Lithgow City Council at official events throughout Ironfest
- Acknowledgement of Lithgow City Council on official programmes and publications
- Acknowledgement Lithgow City Council Sponsorship in all marketing collateral including all electronic media advertisement and Ironfest website
- Acknowledgement on the Ironfest website

- “Welcome to Lithgow” by the Mayor in the official Ironfest programme
- Acknowledgement of sponsorship in all Ironfest e-newsletters
- Lithgow City Council page in the Corporate Partner section of the Ironfest website, which links to the Lithgow Tourism website – www.tourism.lithgow.com
- Detailed information on the Ironfest website covering essential information on Lithgow and linked to the Lithgow Tourism website
- Tickets to the VIP function at Ironfest
- Literature and banners displayed at Ironfest
- Information stall at the event for Lithgow Tourism promotion
- Banner displayed on the front fence of the Showground promoting other Council events and space made available to set up an information stall at no cost to Council
- Display of Council logo on Ironfest website
- Invitation to and opportunity for the Mayor to address at opening ceremony

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▪ **Item 1: Venues and Dates**

▪ **Tony Luchetti Showground**

Bump in Wednesday 18 April 2018
Exclusive Dates Friday 20, Saturday 21 and Sunday 22 April 2018
Bump out Monday 23 April 2018
Event Dates Friday 20, Saturday 21 and Sunday 22 April 2018

▪ **Civic Ballroom**

Bump in Sunday 15 April 2018
Exclusive Dates Friday 20, Saturday 21 and Sunday 22 April 2018
Bump out Monday 23 April 2018
Event Dates Friday 20, Saturday 21 and Sunday 22 April 2018

▪ **Jim Monaghan Oval**

Participant camping Thursday 19 April – Sunday 22 April 2018

▪ **Watsford Oval**

Parking Saturday 21 and Sunday 22 April 2018

▪ **Glanmire Oval**

Parking Saturday 21 and Sunday 22 April

▪ **Conran Oval Needs approval from Sports Advisory Committee**

Parking Saturday 21 and Sunday 22 April

▪ **Referee Sheds (included in lease)**

Showers and toilets Thursday 19 – Sunday 22 April 2018

▪ **Visitors change rooms under Grandstand (included in lease)**

Storage Thursday 19 – Sunday 22 April 2018

▪ **Half of Lithgow City Council Depot shed (included in lease)**

Display Thursday 19 – Sunday 22 April 2018

Item 2: Hire Fees and Bonds

Venue	Dates	Days	Fee	Inclusive of GST
Tony Luchetti Showground				
Exclusive use	20,21,22 April	3	\$511.50	\$1,534.50
Bump in	18-19 April	2	\$511.50	\$1,023.00
Bump out	23-Apr	1	\$511.50	\$511.50
			Sub Total	\$3,069.00
Civic Ballroom				
Exclusive use	20,21,22 April	3		\$1,833.50
Bump in	15-19 April	5		\$1,310.00
Bump out	23-Apr	1	\$262.00	\$262.00
			Sub Total	\$3,405.50
Watsford Oval				
	21,22 April	2	\$246.50	\$493.00
Glanmire Oval				
	21-22 April	2	\$246.50	\$493.00
*Conran Oval				
	21-22 April	2	\$246.50	\$493.00
* Approval from Sports Advisory Committee required			Sub Total	\$986.00
Other Fees				
Road Closure Application				\$326.50
Goal Post removal and replacement		1	\$505.00	\$505.00
Low to Medium food stalls			\$47.00	\$0.00
High risk food stalls			\$70.50	\$0.00
Flood light usage per hour			\$60.50	\$0.00
Toilet cleaning services per hour per staff*	Friday		\$36.30	
Toilet cleaning services per hour per staff*	Sat & Sun		\$39.00	
* Hourly charges will be applied after the event			Sub Total	\$831.50
Bonds				
Tony Luchetti Showground		1		\$427.50
Civic Ballroom		1		\$524.00
Watsford Oval		1		\$309.50
Glanmire Oval		1		\$309.50
Conran Oval		1		\$309.50
Radio Microphone		1		\$262.00
Chairs and tables bond		1		\$426.50
			Sub Total	\$2,568.50
			Total	\$10,860.50

The annual fees and charges for use of Council facilities are set prior to Lithgow City Council's budget and are annually advertised prior to adoption.

- **Item 3: Manner of Payment and Bond return**

All hire fees and bonds will be taken from the Lithgow City Council financial support of **\$ 13,530.00 (Inclusive of GST)**

"COUNCIL WILL REFUND BONDS WITHIN 3 MONTHS SUBJECT TO NO DAMAGES BEING INCURRED AND ANY REQUIRED WORKS BEING COMPLETED."

Bonds will be re-paid after ground inspections are completed and all outstanding fees have been paid.

All bonds paid ensure the following:

- a) A guarantee of compliance with the conditions set out in the lease agreement
- b) Security against damage to, or loss to Council property
- c) A security against the cost of any additional cleaning required to be performed by Council as a result of the event

- **Flood Lighting - Oval**

Electricity for flood lighting on the oval is charged at a metered rate with a \$60.50 per hour charge. This will be charged based on the meter at the end of the event. This is for use of the lighting of the oval.

- **Item 4: Chattels, Fixtures, Fittings and Furnishings**

Ironfest Inc has requested the use of 400 chairs and 25 tables. Lithgow City Council will supply these furnishings as part of hire fees for the Civic Ballroom and Lithgow Showground. Chairs and tables will be provided to Ironfest in a clean and functional/working condition.

Two carpeted expandable display panels are available for use by Ironfest. The panels will be provided to the Ironfest in a clean and functional condition and are required to be returned in the same condition that they are provided.

Chairs:	\$92.50	Tables:	\$143.00
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- **Item 5: Removal and re-installation of Goal Posts**

Lithgow City Council will remove and replace goal posts from the Lithgow Showground at an estimate cost of \$505. This includes removal, relocation and re-installation costs.

- **Item 6: Scheduled Maintenance – Toilets**

Ironfest representative to meet with Council contracted cleaning supervisor prior to the event to confirm cleaning schedule and to provide contact details of cleaning staff for the event.

Lithgow City Council will schedule maintenance and cleaning of public toilets in the Tony Luchetti Showground as follows:

Friday 20 April -1.00pm

Saturday 21 April – 8.00am, 11.30am, 2.30pm, 4.00pm

Sunday 22 April – 8.00am, 11.30am, 2.30pm

Maintenance includes cleaning of toilets and replacement of toilet paper, soap and hand towel as required. Fees will be charged at hourly rate for this service.

All maintenance items are to be reported prior to the event. These items will be noted.

- **Item 7: Cleaning of Facilities**

Lithgow City Council will ensure the cleanliness of the Tony Luchetti Showground and Lithgow Civic Ballroom prior to the Ironfest bump in period. This includes cleaning of toilets, scheduled maintenance of grassed areas, cleaning of floors of the ballroom and cleaning of kitchen facilities. Ironfest Inc. is responsible for ensuring cleanliness of the site from the bump in period (18/4/18) through to the Bump Out period (23/4/18), with the exception of Scheduled Maintenance of the Toilets, as outlined in Item 6.

It is the responsibility of the user to ensure that the facility is maintained in a clean state during and after any event.

All rubbish should be removed from buildings and the whole of the site. All rubbish is to be removed from the grounds; in particular the oval is to be cleared of all debris, including arrow heads. A sweep of the Tony Luchetti oval with a metal detector to ensure all metal objects and other dangerous items are removed from the oval is to be carried out by Ironfest.

All furniture is to be placed in a safe and orderly fashion in appropriate storage areas.

All floors are to be mopped and cleaned thoroughly after any event. All decorations including sticky tape, masking tape and blu-tac must be removed. Appropriate fees and charges apply for cleaning not carried out as outlined in Council's annual fees and charges.

- **Item 8: Damage or Incidents**

All damage to Lithgow City Council facilities or incidents on Lithgow City Council property must be reported immediately to Council via contacting Lithgow Tourism on 1300 76 02 76 or Lithgow City Council 02 6354 9999. Users must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property. The Council's decision will be final and should the user fail to reimburse the Council for the repair or replacement costs after a period of 3 months has passed, the Council may withdraw the use of the any facilities in the future.

All maintenance items are to be reported prior to the event. These items will be noted.

- **Item 9: Keys**

All keys for Lithgow City Council buildings are on a restricted key system limiting duplication of keys. Any keys issued to the hirer are to remain in control of the hirer, and not to be duplicated.

Any unauthorised locks fitted will be immediately removed, without notice, by Council, at the expense of the user who fitted the lock.

Keys requested include:

- Civic Ballroom
- Grandstand
- Tony Luchetti Showground
- PA Box
- Referee Sheds
- Kiosk under Grandstand
- Visitor dressing room under Grandstand

- **Item 10: Lighting and Heating**

All lights are to be turned off prior to leaving the Civic Ballroom and Tony Luchetti Showground. In the case of power failure, the use of candles or kerosene lamps is prohibited within any buildings including the Civic Ballroom.

All heating is to be turned off prior to leaving any Council facility.

- **Item 11: Prohibited Items**

The following are prohibited as part of any lease agreement for use of within any buildings including the Civic Ballroom.

- a) Smoking in any Council building
- b) Use of smoke machines
- c) Use of inflammable materials or items
- d) Unauthorised animals are not to enter any Council buildings

- **Item 12: Vehicles**

Any motor vehicle driven or parked within the confines of the Tony Luchetti Showground area is entirely at the owner's risk. No responsibility for damage or any other issues is accepted by Lithgow City Council for any vehicles located on Council property.

- **Item 13: Assigned Parking Areas and Traffic Management Plans (TMP)**

Ironfest accepts all liability and the cost to repair any damage caused by vehicle movement on the ovals over the hire period. Conran Oval is suitable for light passenger vehicles only.

Watsford Oval, Conran Oval and Western section of Glanmire Oval, Lithgow is the only sporting grounds available for the parking of cars. The cricket wickets are to be barricaded off and no parking is allowed on the wickets. An appropriate parking plan is to be included as part of the Traffic Management Plan for Ironfest. The TMP should address the concerns* of local residents along Barton Avenue. The Approved Traffic Management Plan is to be provided to Council by 26 February 2018. Please provide proof of qualifications of person providing traffic management plans.

No vehicular access is available to the Lithgow Showground field one. Cricket wickets on the fields will be barricaded off and no access is available to any of the cricket wickets, during bump in and out periods and throughout the Ironfest event. Ironfest is to limit vehicular movements on the oval in order to ensure no damage to the playing surfaces occurs.

- **Item 14: Good Order and Standards of Behaviour**

Ironfest Inc is responsible for the behaviour of visitors attending the event. The preservation of good order during the event is the user's responsibility. Any damage caused at the Tony Luchetti Showground or the Civic Ballroom, including fixtures and furniture, due to irresponsible behaviour, will be at the expense of the user. Lithgow City Council Operation and Delivery program 2017/18 outlines Fees and Charges for repairs.

- **Item 15: Noise**

Ironfest is to ensure that noise emanating from the event is not a cause for public annoyance and that all noise pollution regulations are complied with. Excessive noise (i.e. at such a level that neighbours are disturbed) will result in the retention of ALL of all bonds paid.

A letterbox drop advising neighbours of the event is to be undertaken by Friday 6 April 2018. Streets include Barton Avenue, Geordie Street, Coalbrook Street, Stephenson Street, Davy Street, Wear Street and Albert Street. A copy is also to be provided to Lithgow Tourism by Wednesday 18 April 2018.

- **Item 16: Food/Stall holders**

Fees for all food inspections should be collected by Ironfest as part of the stall fees and paid to Council.

Inspection costs per Food Vendor are as follows:

- Low to medium temporary food stall - \$47.00 (GST doesn't apply)
- High risk temporary food stall - \$70.50 (GST doesn't apply)

In relation to indoor kitchen facilities, safe cooking is to be undertaken on the appliances installed in the facility only. Open Spit Roasters and other portable cookers are strictly prohibited indoors.

Food Handling Guidelines for temporary events apply. Ironfest is to supply all temporary food vendors with a copy of the guidelines and provide Lithgow City Council with a list of all food vendors one week prior to the event. Inspections on all temporary food vendors will be carried out.

Further information relating to this issue can be found at <http://council.lithgow.com/temporary-food-premises/>

A list of all temporary food stall holders, including all contact details, is to be provided to Lithgow Tourism by **17/04/18**. Council's Environmental Health Officer will contact all temporary food stall holders directly. Lithgow City Council will not provide the details of any parties on this list unless such is required in the discharge of any statutory or regulatory responsibility; or the information is required by another public authority for such a purpose. The information may also be obtainable by virtue of the operation of the Government Information (Public Access) Act 2009.

Stall holders are required to capture all grey water being generated and discharged from temporary stalls/vans. The grey water is to be removed and disposed of into the sewerage disposal facility (mobile van discharge point) located within the Showground site.

The discharge of grey water or any wastewater into the storm water system or environment contravenes the Protection of the Environment Operations Act 1997 and breaches may result in a on the spot penalty infringement notice being issued. Fines that apply for Pollute Waters POE-120(1) under the Protection of the Environment Operations Act 1997 are \$750 for individuals and \$1,500 for corporations.

- **Item 17: Extinguishers**

Fire extinguishers are provided at all Council facilities. This equipment is for emergency use only. Should these extinguishers be stolen or tampered with during the event, Ironfest will be liable for the cost of replacement or damage, as a direct result from this infringement.

- **Item 18: Garbage Service**

A garbage service is **not provided** to Ironfest Inc. as part of hire fees. Ironfest is required to ensure that all waste is removed from the site. All council bins to removed and stored away prior to the event.

- **Item 19: Capacity**

The total capacity for the Civic Ballroom is 600 people. Ironfest is to comply with this capacity requirement.

- **Item 20: Insurance**

Ironfest agrees to indemnify and keep indemnified and to hold harmless Lithgow City Council, its servants and agents, and each of them against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them or any of them, arising from the hirers performance or purported performance of its obligations under the Agreement and be directly related to the negligent acts, errors or omissions of the Hirer.

Ironfest is required to obtain appropriate insurance, including Public Liability, as outlined in Council's Event Management Guide available at <http://council.lithgow.com/event-management/> Ironfest shall provide Council evidence in writing of current Public Liability policy, with a limit of indemnity of not less than \$20 million, insured for the period of use by Wednesday 4 April, 2018. All stallholders and entertainers must have \$20 million Public Liability.

- **Item 21: Council Signage – Tony Luchetti Showground**

Lithgow City Council maintains signage within the Tony Luchetti Showground. No signage will be removed prior to the festival. It is requested that any signage that is confusing to Ironfest visitors be covered up by Ironfest Inc. No signs are to be removed or damaged.

- **Item 22: Ticket Sales**

Ticket sales for Ironfest can be arranged through Lithgow Tourism. Tickets will incur a 10% commission fee + 10% GST on the commission. All ticket monies collected will be forwarded to Ironfest Inc when all outstanding bills have been paid.

- **Item 23: Fireworks and Amusement Rides**

Public liability is to be provided any fireworks or amusement rides that will be onsite at the Tony Luchetti Showground during Ironfest. Information is to be forwarded by Wednesday 4 April, 2018.

- **Item 24: Theft/Loss**

Lithgow City Council does not take any responsibility for theft or loss during the operational period of this lease agreement.

Ironfest shall indemnify Lithgow City Council against all claims, demands, loss, damage, actions or proceedings and costs (legal or otherwise) on a full indemnity basis as a result of, or relating to any damage

- **Item 25: Cancellation Policy**

If in the opinion of Council, the state of the ground and facilities is such that it is not safe and should not be used, a cancellation of the usage of any scheduled activity may be required.

If the Event Organiser does not provide information scheduled in Item 29 by the due date, Lithgow City Council can withdraw permission to host the event on Council property.

The Ironfest hereby agrees to accept this decision of the Council and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by cancellation.

Any hire charge and security bond will be returned, in full upon condition that notification of such cancellation is received by the Council, in writing, at least one (1) month prior to the function. If the function is cancelled within 14 days, the fee/bond will be forfeited.

NB Ironfest hereby agrees to accept this decision of the Council and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by cancellation.

Any hire charge and security bond will be returned, in full upon condition that notification of such cancellation is received by the Council, in writing, at least one (1) month prior to the function. If the function is cancelled within 14 days, the fee/bond will be forfeited.

- **Item 26: Breach of conditions of use**

Any breach of any one of these conditions may be at the discretion of the Council result in the use or future use of any Council facility being withdrawn and security deposits withheld.

- **Item 27: Disputes**

In the event of any dispute or difference arising from the interpretation of these conditions or of any other matter or thing contained therein, the decision of the General Manager of Lithgow City Council shall be final and conclusive.

- **Item 28: Return of Signed agreement**

Please ensure this document is signed within 28 days of receipt.

- **Item 29: Requests – Lithgow City Council**
 - a) **Fires of any type are not permitted on field number one. Small camp style fires on any other parts of the Tony Lutchetti Showground must have a sand base to stop any damage to the grass and should be setup in a way to not endanger the public or participants. Fires must not be left unattended at any time. Sand or water must be nearby to extinguish the fire if necessary.**
 - b) Ironfest, in the presence of Council's Group Manager of Operation and Recreation Manager, use a metal detector after the event to detect any foreign objects left on any of the grounds **(this is at Ironfest own cost)**
 - c) Ironfest representative to meet with ground staff prior to bumping-in and at the end of the event prior to leaving the site to ensure that the ground and equipment is secure.

The following information is required as part of the agreements being accepted by Lithgow City Council:	
Required:	Due by date:
Approved Traffic Management Plan	26 February 2018
Copy of the Police Intention to Hold a Public Assembly form submitted to the Local Police.	4 April 2018
Completed Risk Assessment	4 April 2018
Completed Event Safety Checklist	19 April 2018
Site plans for all events	4 April 2018
Copy of Insurance Certificate of Currency	4 April 2018
List of Food and Beverage suppliers including contact details	17 April 2018

Date of Receipt:

I _____ on behalf of Ironfest Inc hereby agrees with all the conditions of lease and accepts responsibility for the facilities hired and these in my control during the hire.

Signed: _____ Date: _____

* Local residents concerns and complaint from Ironfest 2017.
 Parking along the southern side (showground side) of Barton Avenue restricts the vision of residents existing their driveways and is danger for them and other motorist. The TMP should address this situation and develop a solution.

Definitions

For the purpose of this document, the following definitions apply:

Exclusive an exclusive right; not admitting of any other users to the venue.

High risk Involves the preparation and selling of unpackaged 'ready to eat ' and or ' potentially hazardous food'.

Lease contract for use of specified facilities for a specified period

Low risk Does not involve preparation, foods are not 'potentially hazardous' .

Unauthorised animals Any animal, other than registered guide and sensory dogs.

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