**KART TRACK THIRD PARTY VENUE HIRE AGREEMENT**

**Details**

|  |  |
| --- | --- |
| **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 Member Club 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: |  |

If any preparation or pack up time is required, such time forms part of the Hire Period.

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. To the greatest extent permitted by law, the Club, <Name of State> Association Inc and Australian Karting Association Ltd are not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer’s use of the Venue.
4. The Hirer releases the Club, <Name of State> Association Inc and Australian Karting Association Ltd from any claim made against the Club arising out of, in connection with or caused by the Hirer’s use of the Venue (**Released** **Claims**). The Club holds the benefit of this clause on its own behalf and as agent and trustee for and on behalf of each of <State> Association Inc and Australian Karting Association Ltd.
5. This document may be pleaded as a bar and complete defence to any Released Claims commenced at any time after the date of this deed by the Hirer that is in any way contrary to, or inconsistent with, the releases contained in this Agreement.
6. 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 (including legal costs on a solicitor and own client basis) arising out of, in connection with or caused by the Hirer’s use of the Venue.
7. The Hirer agrees to effect public liability insurance with a reputable insurance company for an amount of not less than $20 million per occurrence and to provide a Certificate of Currency to the Club at least one (1) month prior to commencement of the Hire Period.
8. Any insurance obtained in accordance with clause 13 must:
   1. be with a reputable insurance company;
   2. not have any exclusions, endorsements or variations without the Club's consent;
   3. be for an amount, cover the risks and contain terms that are acceptable to or required by the Club, acting reasonably, from time to time.
9. For the insurance required under this clause, the Hirer must:
   1. pay the premium for the policy on time;
   2. not vary or cancel the policy without the Club's prior consent;
   3. renew immediately any lapsed policy;
   4. not knowingly or otherwise allow any circumstance to arise that might result in the policy being voided or prejudiced;
   5. rectify immediately any situation when the policy has been voided or prejudiced; and
   6. notify the Club of the cancellation of a policy or any circumstance that may affect a policy or a claim or lead to a claim as soon as reasonably practicable after the Hirer becomes aware of it.
   7. include the following entities as either Insured (*the preferred option*) or Interested Parties on the Certificate of Currency:
      1. The Club
      2. <Name of State> Association Inc.; and
      3. Australian Karting Association Ltd.
   8. include an Insured/Interested Party clause on the Certificate of Currency 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. keep the public liability insurance policy in force for the duration of the Hire Period.

1. 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.
2. No person is authorised by the Club to enter the Venue outside of the Hire Period.
3. 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]*
4. 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). If a vehicle or equipment are required to be refuelled, the refuelling must be carried out in the gravel areas of the pits at the Venue.
5. All issues associated with the use of the Venue must be reported by the Hirer to the Secretary of the Club by email at the earliest possible time.
6. 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.
   3. The Club may draw on the Security Bond at any time to recover any loss that it suffers in connection with the Hirer’s breach of this Agreement.

1. The Hirer warrants to the Club that it has obtained all relevant approvals, licences and permits from any responsible authority required in order for it to lawfully use the Venue for the Agreed Use.
2. The Hirer shall comply with:
   1. the Club’s directions related to the Hirer’s use of the Venue;
   2. any statute, by-law, regulation, permit condition or other requirement or lawful direction which applies to its use of the Venue.
3. The Club may terminate the agreement if the Hirer:
   1. or any person for whom it is responsible, is involved in any act or omission that poses an unacceptable level of risk of harm to themselves or any other person;
   2. becomes insolvent;
   3. by its actions or omissions in the reasonable opinion of the Club, seriously damage the interests of the Club, <Name of State> Association Inc or Australian Karting Association Ltd or brings the reputation of those entities into serious disrepute; or
   4. fails to rectify any default after being given reasonable notice to rectify (if capable of being remedied).
4. 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. 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.
5. 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.
6. 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.
7. It is agreed that:
   1. the Hirer is responsible under this agreement for any actions or omissions of its directors, agents, employees, invitees, guests, patrons and members of the public attending the Venue during the Hire Period (**Third Parties**); and
   2. Any acts or omissions of the Third Parties that would constitute a breach of this Agreement will be treated as a breach by the Hirer.
8. This agreement is governed by the law applying in the state of <State>. Each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum.
9. To the extent permitted by law, this Agreement constitutes the entire agreement between the parties in relation to their subject matter and supersedes all previous agreements and understandings between the parties in relation to their subject matter.

|  |  |  |
| --- | --- | --- |
| **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.

1. **Security Bond:**

The Security payable by the Hirer in accordance with Clause 21 is: <$xxxx.00>

1. **Authorised Representative:**

The authorised representative of the Hirer specified in Clause 18 is: <Name>