



City of Busselton
ArtGeo Cultural Complex

Locked Bag 1, Busselton WA, 6280

VENUE HIRE FORM 2020-21

Organisation _____

Contact Name _____

Phone _____

Email _____

Address _____

Date/s of Hire _____

Purpose _____

ARTGEO GALLERY	Fees inc GST	Date/s	Time	Amount Due
per one-off event (includes kitchen access)	\$355			
per week for hire of exhibition space	\$240			
Commission on art sales - 34% of retail price Additional exhibition charges cost recovery based on the individual artist's requirements				
After hours staff - per hour	\$52			
<i>Please Note - Protocol requires that established artists with an established representing gallery share sales commission between the temporary gallery and the permanent.</i>	34% of retail sale split between ArtGeo and other gallery			
FODDER ROOM workshop max 12 people		Date/s	Time	Amount Due
Per hour – minimum of 2 hours	\$15			
COURTHOUSE *see note	Fee	Date/s	Time	Amount Due
New Courtroom - per week	\$218			
Day Room - per week	\$100			
<i>Please Note - Protocol requires that established artists with an established representing gallery share sales commission between the temporary gallery and the permanent.</i>	30% of retail sale split			

	between ArtGeo and other gallery			
Installation/dismantling fee & after hours staff - per hour	\$52			
*Commission on art sales - 30% of retail price Additional exhibition charges cost recovery based on the individual artist's requirements				
Bond Store – exhibition per week	\$120			
Bond Store per hour (minimum 2 hours)	\$15			
Bond Store - one off event (includes access to Terrace Gardens)	\$160			
BALLARAT ROOM (RAILWAY HOUSE)	Fee	Dates	Time	Amount Due
Exhibition of 2 D works – per week	\$160			
Installation/dismantling fee & after hours staff - per hour	\$52 per hour			
Bond Applicable				
<ul style="list-style-type: none"> Facility Cancellation Fee (less than 1 week notice given) 	20% of Total Booking Fee			
Commission on art sales - 30% retail price				

COURTYARD (50% Stakeholder discount applicable)	Fees inc GST	Date/s	Time	Amount Due
per hour – (minimum 2 hours)	\$15			
Installation/dismantling fee & after hours staff - per hour	\$52			
TERRACE GARDEN (50% Stakeholder discount applicable)	Fee	Date/s	Time	Amount Due
per hour (minimum 2 hours)	\$15			
Installation/dismantling fee & after hours staff - per hour	\$50			
TOTAL FEE (inc GST)				
Bond (NB GST not applicable) (Bonds are refunded after the event provided all terms and conditions have been met)	\$200			

Facility Cancellation Fee (less than 1 week notice given)	20% of Total Booking Fee	
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ADDITIONAL INFORMATION Please specify yes or no, or number	
Anticipated no. of participants	
Special Needs or Disabilities	
Working with Children Certificate Licence no.	
Will food be served?	
Are you selling/providing alcohol? If yes please provide details of liquor licence.	

TERMS AND CONDITIONS

1. ArtGeo Management will:

- a) Maintain public liability insurance in respect of the Venue.
- b) Ensure that the Venue is in a clean condition and any pre-existing damage to the fixtures or fittings be noted.
- c) Ensure the Hirer has access to the Venue at times agreed to during the term of hire.
- d) Communicate to other users of the Complex of the Hirer's activities in their respective venue.
- e) Refund the paid bond after the event provided all terms and conditions are met.

2. Hirer will:

- a) Not use the hired premises for any illegal or immoral purposes or for any purpose other than the said purpose in addition to not allowing to be done, or do, any act or thing which may prejudice any fire insurance over the premises or compromise the Corporate and Brand Values and Mission of ArtGeo Management.
- b) Allow other users, lessors, agents, licensees and staff all reasonable access to their premises and/or the Complex in general.
- c) Not alter any fixtures or design in the premises being hired, including its immediate surroundings without first obtaining written consent from ArtGeo Management.
- d) Not attach in any way to walls, doors, glass, floors, furniture or fittings in or around the complex any nails, screws, adhesive tape, signs or other items not agreed to with management.
- e) Not interfere with or alter any electrical installations, lighting, sound systems or other technical equipment.
- f) Not damage any part of the hired premises or its immediate surroundings, and agree to repair and be reasonable for the repair of all damage that may be caused to the hired premises or its immediate surroundings.
- g) Not jeopardise the safety or security of the Complex or other users, lessors, agents, licensees and staff.
- h) Ensure that the appropriate licence is obtained for the sale of alcohol and the rules and regulations, as provided by the Liquor licensing Act (1988) are adhered to and appropriate regulations relating to food and other activities comply with relevant statutes, By-laws or regulations.
- i) Not leave any electric lights, power appliances or taps running on the premises, including its immediate area at the close of daily sessions/ activities and once the term of hire ceases.
- j) At the expiration of the hire period, take all things that have been brought into the premises by the hirer and replace all previously placed equipment in its correct position.
- k) Clean the venue including its immediate area at the end of each session and at the end of the term of hire.
- l) Return all keys to the Complex Manager at the end of the term of hire or by other agreed arrangements.
- m) Make payments due on the agreed dates, including Bond.

3. Warranty and Indemnity

- a) The Hirer warrants that they have obtained the permission of all copyright owners to hold the event, workshop or activity at the Complex, and that the activity does not contain any defamatory material to the Hirer's knowledge, and the Hirer indemnifies ArtGeo Management and City of Busselton against any and all claims, costs and actions and damages brought or suffered as a result of breach of this warranty.
- b) The Hirer indemnifies ArtGeo Management and City of Busselton and agrees to keep the ArtGeo Management and City indemnified against all costs, expenses, claim and liabilities arising from loss or damage to property or injury or death of persons from or during the term of hire, to the extent such loss or damage is caused, directly or indirectly by the Hirer.
- c) Bond to be returned to Hirer on inspection of venue at close of hire period.

4. Cancellation or Termination

- a) ArtGeo Management must receive 7 days' notice if the Hirer wishes to cancel the venue hire. Cancellations with less notice will incur loss of deposit. If the venue is rehired by another party for this term of hire, the Gallery shall refund the forfeited deposit to the Hirer. 20% of full fee to be paid if cancellation occurs without 7 days prior notice
- b) ArtGeo Management may terminate this agreement and retain the deposit, if any, if the Hirer has not paid the deposit of the hire fee within 10 days of the due date or fails to pay instalments on their due date.
- c) If a party is in breach of their obligations under the Terms of Agreement, ArtGeo Management may give the party at fault written notice of the breach and give 1 day within which to remedy the said breach. If the breach remains unresolved the agreement can be terminated.

5. Alcohol Consumption

It is deemed to be a sale of liquor when alcohol is given away and the person has paid for admission to the premises or for seating in the premises, or has been asked to make a donation of money by collection or otherwise.

Permission is granted/not granted (please circle or **bold**) to serve alcohol subject to the hirer obtaining any licence in accordance with the Liquor Licensing Act (1988) and complying with the terms of any licence required, and the following restrictions:

- a) This consent does not authorise the sale of liquor or for which purpose a Function Permit must be obtained for the Licensing Authority.
- b) Liquor is consumed only within the building/reserved area.

AGREEMENT

I have read the conditions of hire and agree to abide by these and any other regulations, Bylaw or Act relevant to the hire of this facility.

Signature _____
Name _____
Position _____
Representing _____
Date _____

Payment Details (please circle or **bold**) Office Use Only

Eftpos	Cash	Cheque (Payable to City of Busselton)
Deposit	\$ _____	
Date Paid	_____	Receipt No. _____
Balance or Payment in Full	\$ _____	
Date Paid	_____	Receipt No. _____
Bond \$200 Date Paid	_____	Receipt No. _____

(NB Bonds are refundable after the event provided all terms and conditions are met)