



ABN 61 525 0388 097

# CLUBHOUSE HIRE AGREEMENT

Agreement between Sale Tennis Club Inc. (STC), PO Box 659, Sale, 3853

**AND**

..... (Hirer)

Of .....(Address)

Phone:.....Mobile:.....

Email:.....

ABN: (If applicable).....

**Premises: 51 Guthridge Parade, Sale.**

**Period of Hire:**

**Date:**.....

**Time – From/To**...../.....

**Function/Purpose:**.....

**STC grants the Hire of the Clubhouse to the Hirer on the following conditions:**

**1) It is the responsibility of the Hirer:**

- (a) To pay the Hire Fee of \$1,000 and a refundable security bond of \$250 to STC in exchange for which the Hirer shall be entitled to use the exclusive use of whole Facility, including main function area, kitchen, toilets, chairs, tables and all kitchen equipment. Full payment of the fee is required to secure the booking. The bond is payable on collection of the key unless previously paid.
- (b) To keep the Facility and every part of it and everything in it in good repair and condition and to keep the Facility clean and tidy and pay promptly for any loss or damage.
- (c) To compensate the STC for the cost of repairs or replacement of any damage to the Facility of furniture, furnishings, windows, equipment, courts and surrounds during occupancy
- (d) Not to do or permit anything to be done on the Facility or any part of it which may be, or become a nuisance, annoyance or damage to STC, tenants or other occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it.
- (e) To obtain any permits, including Liquor Licence permits, necessary for the proposed use of the Facility.
- (f) Not to interfere with, or remove any STC equipment.
- (g) To permit STC or its servants and agents to all reasonable times to enter and view the Facility and the arrangements made to keep the Facility in accordance with paragraph (b) of this Clause 1.
- (h) **To leave the Facility (and the surrounds) in a clean and tidy condition –** specifically to remove all the Hirers refuse from the Facility, to wash any items used and store them away in the cupboards provided, to restack any tables or chairs used, to remove all foodstuffs from the kitchen including the

refrigerator and to remove all decorations and streamers. Floors need to be left tidy, mopped where necessary; spilt drinks are to be thoroughly mopped as they are very difficult to remove. Toilets to be left properly clean – strictly no “party mess” and all kitchen surfaces wiped down.

- (i) Not to do, or permit anything to be done, in the Facility which may adversely affect STC’s use of the Facility.
  - (j) To obtain approval for the use of any materials to prepare the floor for dancing, gymnastics or similar activities if required from the Hirer before the application of those materials or any of them.
  - (k) To indemnify the STC and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against STC by the Hirer, its servants and employees, or any other person whatsoever. **This includes fines or penalties for breaches of our Liquor License.** Please make yourself familiar with these conditions and ensure that they are not breached as the potential fines are extremely large.
  - (l) To notify the Committee of any occurrence that may have damaged the Facility or caused injury or damage to a person.
- 2) **These conditions are to be read in conjunction** with those listed in the Frequently Asked Questions page.
- 3) **STC does not insure the Hirers property or legal liability exposures.** Consequently, STC strongly recommends that the Hirer obtain adequate insurance protection if appropriate. The Hirer acknowledges that to the fullest extent permitted by law, STC and its servants and agents are not under any liability to the Hirer or to any third party for any loss of or damage to any property or injury suffered. This includes any legal liability that may otherwise arise as a result of any direct or indirect act, neglect or default by the Hirer or any of its servants or agents.
- 4) **Termination of the Hire** can be effected by either party giving the other 30 days’ notice. For casual bookings less than 30 days’ notice to terminate will result in a cancellation fee of \$200.
- 5) **The security bond** or part thereof will be returned to the Hirer when STC ascertains that the Facility has been left as required by clauses 1(a) to 1(l) and all keys have been returned.
- 6) **The Hire will be cancelled** if any of these clauses are found to have been violated.

**Signed**.....

**Print Name**.....

**Capacity (if organisation)**.....

**Date:**.....

**For and on behalf of the Hirer.**

**Signed**.....

**For and on behalf of Sale Tennis Club**