



Published ArtHouse

11 CANNON STREET, ADELAIDE SA 5000
Ph. 08 8410 0958 / 0408 821 562 Peter
info@publishedarthouse.com

Venue Hire Agreement

Instructions for Hiree

- Complete this page
- Initial each page of this agreement
- Sign the agreement
- Return the agreement with deposit payment

Hiree: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____ **Mobile:** _____

Date of Event: _____ **to** _____

Time of Event: _____ **to** _____

Bump In Date: _____ **Time:** _____

Bump Out Date: _____ **Time:** _____

No. of Guests: _____

The Hiree having read the terms and conditions of the Venue Hire Agreement of Published ArtHouse agreeing to be bound by such terms and conditions hereby applies to hire Published ArtHouse on the date(s) and for the time(s) described above. The Hiree acknowledges that this is an application only and a booking is not confirmed until acceptance is received from the Manager and the deposit therein requested is paid.

Initial _____

Venue Hire Agreement - Terms and Conditions



Definitions

Hirer – Published ArtHouse.

Hiree – The person or entity hiring the Premises.

Premises – Being the area hired as shown on the floor plan attached.

Artwork – Being all painting on the walls, murals and all installations be they temporary or permanent.

Permitted Use – The type of activity being undertaken in the premises as agreed between the Hirer and the Hiree.

Hire Period – The period in days and hours to which the Hiree intends to hire the premises.

Hire Fee Schedule – The schedule of fees associated with the hiring of the venue.

Terms and Conditions of Hire

1. The Premises

1.1 The Premises which is the subject of this agreement is that shown on the floor plan attached.

2. Hire Period

2.1 The hire period shall be from ____ / ____ / ____ to ____ / ____ / ____ commencing from _____ am/pm to _____ am/pm.

3. Patron Access

3.1 Patron entry and exit is via the roller door at the northern end of the venue or by the VIP entrance on the southern end of the venue or both.

3.2 Patron entry and exit via the roller door is available until 9:00pm on the day of hire.

3.3 The roller door is to remain closed after 9:00pm on the day of hire with the exception of Bumping Out as per clause 3.4 or access by Emergency vehicles.

3.4 For the purpose of Bumping Out after 9:00pm on the day of hire the roller door may be opened to allow vehicle access inside the premises to load equipment into your vehicle. The roller door must be closed whilst loading your vehicle and may only be reopened again upon your exit. At no time after 9:00pm on the day of hire is your vehicle to remain on the street for Bumping Out.

4. Hire Conventions

- 4.1 The Hiree agrees to pay the hire fee, and any further fees or charges incurred pursuant to this agreement, on the date they fall due.
- 4.2 The Hiree will not, nor will it allow anyone else to:
- 4.2.1 Use the Premises except for the permitted use;
 - 4.2.2 Use any part of the Premises not identified on the attached floor plan;
 - 4.2.3 Use the Premises for any illegal purpose;
 - 4.2.4 Carry on any noxious or offensive activity on the Premises;
 - 4.2.5 Do anything which might cause nuisance, damage or disturbance to lessee, occupier or owner of any adjacent property or resident of the Premises;
 - 4.2.6 Noise from the Premises such as live or recorded entertainment including a performance, show, live music, singing, disk jockey (DJ) or karaoke music, patron noise or any other similar type of noise when assessed at the nearest existing or envisaged future noise sensitive location shall be less than 8dB(A) above the level of background noise in any octave band of the sound spectrum. Such noise levels shall be to the reasonable satisfaction of the Adelaide City Council at all times;
 - 4.2.7 Do anything which might affect any insurance policy relating to the Premises by causing:
 - * it to become void or voidable; or
 - * any claim on it being rejected; or
 - * a premium to be increased;
 - 4.2.8 Smoking. In the interests of public health and for the comfort of all persons, smoking is not permitted inside the venue;
 - 4.2.9 Keep or use chemicals, inflammables, fluids, acids, or other hazardous things on the Premises except for the permitted use, or create fire hazards;
 - 4.2.10 Place any sign on the exterior of the Premises without the Hirer's written consent;
 - 4.2.11 Make any alteration or addition to the Premises without the Hirer's written consent. Consent is entirely in the Hirer's discretion;
 - 4.2.12 Install any fixtures or fittings, except those necessary for the permitted use, without the Hirer's written consent.

Any additions, alterations or installations approved by the Hirer must be installed by a qualified tradesperson. The tradesperson shall provide all necessary licences and insurance necessary to undertake the works;
 - 4.2.13 Bring onto the Premises any object which by its nature might cause damage to the Premises, without the Hirer's written consent;

- 4.2.14 Use wax candles without the permission of the Hirer; tea lights will be accepted but must not be left on the ground and must be in glass or ceramic containers;
- 4.2.15 Interfere with any of the services or equipment in the Premises or in any property of which the Premises form part;
- 4.2.16 Use the toilets and other services in the building, for any purposes other than those for which they were constructed; and
- 4.2.17 Comply with and ensure there are no breaches of the conditions of any liquor licence relating to the event in particular or the Premises generally.

5. Behaviour

- 5.1 The Hirer reserves the right to evict the person(s) responsible and/or shut-down a function in the event that the Hiree, or the guests of the Hiree, in the opinion of the Hirer, cause any of the following to occur:
 - 5.1.1 A liquor licensing infringement on the Premises;
 - 5.1.2 Damage to the Premises;
 - 5.1.3 Violent or abusive behaviour by guests towards staff or other guests;
 - 5.1.4 Any act that contravenes the provisions of the Places of Public Entertainment Act 1913;
 - 5.1.5 Any act, matter or thing that may injure the reputation of the Hirer;

6. Artwork

- 6.1 The Hiree acknowledges that the Artwork on display or forming part of the Premises is of value to the Hirer.
- 6.2 The Hiree will:
 - 6.2.1 Ensure the Artwork is, at all times, protected from damage or potential hazards;
 - 6.2.2 Ensure no alterations are made to the Artwork, or new Artwork undertaken on the Premises, without the express written consent of the Hirer;
 - 6.2.3 Be liable for all costs associated with any damage to the Artwork whatsoever.

7. Insurance

- 7.1 The Hiree will, prior to taking possession of the Premises, carry Public Liability Insurance to cover it against loss or liability arising out of the hire of the Premises in the amount of not less than \$20 million.
- 7.2 The Hiree will produce, upon request by the Hirer or their representatives, the required Insurance Policy and Certificate of Currency.

8. Indemnity

8.1 The Hiree will indemnify the Hirer against any claims arising out of their hire of the Premises, except where such claims are caused by a deliberate or wrongful act or omission of the Hirer.

9. Fees and Charges

9.1 Your booking will be considered confirmed with the completion and return of this Agreement together with the deposit payment of \$1,100.

9.2 The \$1,100 deposit will be forfeited should you cancel your event.

9.3 The balance of the hire fee is payable 14 days prior to the commencement of the hire period. Fees are non-refundable should the Hiree cancel the booking. There will be no access to the venue until all fees and charges have been paid.

9.4 A security bond of \$1,000 is payable 14 days prior to commencement of the hire period. This payment will be held in case of damages, breakages or excessive cleaning and will be refundable post event.

10. Electrical & Mechanical Equipment

10.1 If the Hiree wishes to use their sound, lighting or other electrical devices or mechanical equipment it must be tagged in compliance with AS/NZS3100. The Hiree shall submit equipment for inspection by the Hirer who may refuse to allow the use of such equipment.

11. Venue Keys

11.1 Any necessary keys to the venue will be provided to the Hiree's nominated representative by the Hirer for the period of the hire agreement. Access to the premises by the Hiree and the Hiree's guests shall be via the roller door at 11 Cannon Street unless other arrangements have been made with the Hirer. Emergency Exits should only be used for their intended purpose. A fee of \$8.00 is chargeable for lost keys and \$132 for lost roller door remote controls.

12. Late Closing Fee

12.1 The venue must be completely vacated by midnight on the event date or a late closing fee \$220 will apply for each hour of part thereof.

13. Use of Kitchen & Bar Facility

13.1 The Hirer acknowledges the Hiree may from time to time prefer the services of an external service provider. The Hirer reserves the right to decline such services as it sees fit. The use of the kitchen is included in the hire fee however the Hirer does not warrant its suitability to commercial catering. The kitchen is an ancillary facility for the benefit of the Hirer's staff and/or family not for large scale commercial services. All external service providers are required to fully disclose the purpose of their involvement with the event and enter into a written agreement with the Hirer as to confirm both parties understanding of each other's requirements and obligations to the Hiree.

13.2 If used, the kitchen must be left in a clean and orderly condition for each day of hire or a minimum charge of \$165 will be levied.

13.3 Should the Hiree contract the services of an external caterer it is agreed between the parties the caterer or the Hiree shall disclose to their guests that the Hirer is not responsible for the catering services provided and shall clearly display adequate signage disclosing the caterer's details in or about where the catering is being conducted and on any printed invitations and menus to the satisfaction of the Hirer.

14. Security

14.1 The Hirer shall provide security services in accordance with the Liquor Licensing requirements and to ensure compliance, safety and comfort of the Hiree's guests. The cost of such services will be borne by the Hiree.

15. Exclusion of Warranty of Fitness for Purpose

15.1 The Hirer does not warrant that the premises you are about to hire will be structurally suitable for the type of event that you intend to hold.

16. Personal Property Insurance

16.1 The Hirer does not carry third party property insurance and any personal property bought onto or left in the venue is done so at the Hiree and guests of the Hiree's own risk.

17. Breakages

17.1 The Hiree acknowledges damage or breakages of Glassware, Crockery, Cutlery and other equipment of the Hirer are at the Hiree's risk.

17.2 The replacement of broken and damaged goods will be deducted from the Security Bond at replacement cost.

ACCEPTANCE OF HIRE



The Management of Published ArtHouse hereby agrees to hire Published ArtHouse to the Hiree for the period(s) referred to in the Venue Hire Agreement subject to receipt of a deposit and agreement to the Terms and Conditions of the Venue Hire Agreement.

EXECUTED as an Agreement

EXECUTED by **BUIK HOLDINGS PTY LTD (ACN 007 960 705)** in accordance with Section 127 of the Corporations Act 2001 (Commonwealth)

PETER BUIK

Name of Director/Secretary (*print*)

Signature of Director/Secretary

Date

For a Company

EXECUTED by
.....
ACN in accordance
with Section 127 of the Corporations Act 2001
(Commonwealth)

Signature of Director

Signature of Director/Secretary
(Please delete as applicable)

Name of Director (*print*)

Name of Director/Secretary (*print*)

Date

Date

For an Individual

EXECUTED by
.....
in the presence of

Signature of Witness

Signature of Individual

Name of Witness (*print*)

Name of Individual (*print*)

Date



Payment Options

Hirer

Published ArtHouse
PO Box 7052
HUTT STREET SA 5000

Hiree

Print Name

I enclose a deposit of **\$1,100** inc GST to confirm the booking and secure the date ____/____/____
Function Date

The deposit has been paid by: *(please tick box)*

EFT

Account Name: **Buik Holdings Pty Ltd**
BSB: 085 070
Account No: 48 062 7581
Reference: *Please quote your name*

Please provide confirmation of transfer to joanne@publishedarthouse.com

CHEQUE

Please make cheque payable to **Buik Holdings Pty Ltd**

CREDIT CARD

Visa Mastercard Amex (surcharge applicable)

Card Number: _____ Expiry: ____ / ____

Cardholder Name: _____

Signature: _____ CCV: _____

NB: A tax invoice will be forwarded to the Hiree upon receipt of the deposit payable.

Hire Fee Schedule (prices include GST)



The quoted prices are valid for a period of six (6) months from the booking date. Please be aware that function dates beyond this period may be subject to CPI price increases. Every endeavour will be made to maintain prices as printed however, these prices are subject to alterations without notice.

Venue Fees

Room Hire	\$2,200.00	p/day
Media / Photography Casual Hire	\$275.00	p/hr
Cinema Room (seats 25)	\$275.00	p/day
Standard Cleaning Fee	\$330.00	p/day
Standard Rubbish Removal	\$165.00	p/day
Bump In (prior)	\$330.00	p/3 hrs
Bump Out (post)	\$330.00	p/3 hrs
Late Closing past midnight	\$220.00	p/hr
Food Truck Fee	\$110.00	ea
Application and Lodgement of Limited Liquor Licence	\$275.00	ea

Audio & Visual Equipment

Epson 3 LCD Projector & 4080mmx2290mm Motorised Screen	\$550.00	p/day
Theme Lighting	\$220.00	p/day
Moving Heads Lighting Chauvet Lighting System, Moving Heads, 32 Channel, Digital Mixing Desk inc Operator	\$1,100.00	p/day
In-House Sound System	\$440.00	p/day
Sound System Ideal for small bands or DJ'S - 12 Channel Yamaha Sound Mixer – 2x 15" & Horn 400 watts Speakers on Stands, 1x 800 watts Power Amplifier	\$660.00	p/day
RCF Sound System RCF Audio Sound System, 32 Channel Digital, Mixing Desk and Operator – includes stage foldback sound, 2x 15" & Horn – 400 watts each, 4x 12" & Horn – 300 watts each, 2x Stage Racks 32 F.O.H. 16 Returns	\$2,200.00	p/day
Martin Magnum 2500 Haze Machine	\$110.00	p/day

Room Equipment

Portable 5mx3.6m Black Drapes (x6)	\$220.00	ea
VAL6 PH1 Daystar Diesel Heaters (x2)	\$110.00	ea
Stage Boxes (x3) inc 11 Stage Risers	\$330.00	p/day
Wine Barrels (x4)	\$25.00	ea
Sharp XE-A217B Cash Register (x2)	\$55.00	ea
Banquette 1220mm long Seating (x4)	\$22.00	ea
Banquette 1420mm long Seating (x2)	\$22.00	ea
Banquette 1620mm long Seating (x4)	\$22.00	ea
Round 1100mm Tables (x6)	\$13.20	ea
Round 1800mm Tables (x20)	\$18.70	ea
Linen Hire	\$14.90	ea



Bar Equipment

4-Font Beer System (x2) -----	\$302.50	ea
2-door glass fronted Fridges (x2) -----	\$110.00	ea

Glassware

Beer Pint -----	\$1.10	ea
Tall Spirit Tumbler -----	\$1.10	ea
Short Spirit Tumbler -----	\$1.10	ea
Champagne Flute -----	\$2.20	ea
Spiegelau Wine "Cantina" -----	\$2.20	ea

Kitchen Equipment

Combi Oven -----	\$385.00	p/day
Hot Box (x2) -----	\$88.00	ea
Plate Warmer -----	\$120.00	p/day

Staffing

Monday to Friday -----	\$49.50	ea p/hr
Saturday -----	\$55.00	ea p/hr
Sunday & Public Holidays -----	\$60.00	ea p/hr

Security

Monday to Friday -----	\$52.80	ea p/hr
Saturday -----	\$55.00	ea p/hr
Sunday & Public Holidays -----	\$71.50	ea p/hr

Deposits

Venue Deposit – non refundable should event be cancelled -----	\$1,100.00
Security Bond – refundable post event, covers damages, breakages, excessive cleaning -----	\$1,000.00

Floor Plan

