

Port Macquarie Kart Racing Club Inc.  
**Postal Address: c/- 104 Cameron Street, Wauchope NSW 2446**  
**ABN: 44 726 949 475**



## VENUE HIRE AGREEMENT

### Details

**Date:**

**Parties:**

Name: Port Macquarie Kart Racing Club Inc.  
ABN: 44 726 949 475  
Short Form Name: [The Club]  
Notice Details: Attn: The President  
Port Macquarie Kart Racing Club Inc.  
735 Burrawan Forest Drive  
Lake Innes NSW 2446

Email Address: [pmkrcinc@gmail.com.au](mailto:pmkrcinc@gmail.com.au)

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 Karting Australia New South Wales Inc. and as a consequence of such affiliation, is a Club Member of Australian Karting Association Ltd
2. The Hirer is a business that wishes to hire the Venue [including the Track] that is owned, 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 735 Burrawan Forest Drive  
Suburb Lake Innes State NSW Postcode 2446
5. 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:
6. The Club has agreed to hire the Venue to the Hirer for the Agreed Use.

### Agreement

**PMKRC Inc. – Venue Hire Agreement - 2023**

**Phone: 0417 719 604**  
**(Ben Moylan - President)**  
**Email: [pmkrcinc@gmail.com.au](mailto:pmkrcinc@gmail.com.au)**  
**Web: [www.pmkc.com.au](http://www.pmkc.com.au)**  
**Circuit address: 735 Burrawan Forest Drive, Lake Innes**  
**NSW 2446**

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7. This Agreement sets out the terms and conditions that have been agreed between the Club and the Hirer for the Hire of the Venue.
8. 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.
9. The Club is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of the Venue. The Hirer released the Club from any claim made against the Club arising out of, in connection with or caused by the Hirer's use of the Venue.
10. The Hirer indemnifies the Club, from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the Hirer's use of the venue.
11. The Hirer agrees to affect Public Liability Insurance for an amount of not less than \$10 Million per occurrence and to provide a Certificate of Currency to the Club at least three [3] weeks prior to commencement of the Hire Period.
  - a) The Club and NSW "Office of Sport" should be noted as Interested Parties on the Certificate of Currency:
  - b) The Interested Party clause on the Certificate of Currency should be as follows:
    - i) *"The Port Macquarie Kart Racing Club Inc. is noted as an interested party in respect of any liability arising out of the Agreed Use of the Track located at 735 Burrawan Forest Drive, Lake Innes, NSW 2446 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."*
    - ii) *"Noting The Crown in the right of the State of NSW (Sport and Recreation) as an interested party but limited to indemnity for Personal Injury and/or Property Damage which arises solely as a result of the negligence by the named insured and subject always to the terms contained in or endorsed on this Policy and the limit of indemnity provided by this Policy."*
  - c) The Hirer agrees to keep the Public Liability Insurance policy in force for the duration of the Hire Period.
12. The Hirer agrees to reimburse the Club for the full cost of repairing any damage caused to the Venue, its facilities and any other property owned/operated by the Club.
13. 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.
14. No person is authorised by the Club to enter the Venue outside of the Hire Period detailed in this agreement. A. Where a set up time is required it is to be included in the Hire Period.
15. The Hirer must provide an authorised representative or representatives specified in Schedule 1 who will be responsible for representing the Hirer and ensuring that the Hirer's responsibilities under the Agreement are fulfilled at all times before, during and after the Hire period and on each occasion that the Hirer attends the Venue for the Agreed Use.
16. 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].
  - a. Any need to refuel a vehicle or equipment must be done so in the gravel areas of the pits at the Venue.
17. All issues associated with the use of the facility will be reported by the Hirer to the Secretary of the Club by email at the earliest possible time.
18. The Hirer acknowledges receipt of these Conditions for Hire of the Venue and agrees to be bound by them.

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19. 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.

a. 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.

b. If the Hirer Cancels its booking prior to the proposed use under these conditions, then it will forfeit its security bond.

20. It is the responsibility of a Hirer to obtain all relevant approvals, licences and permits from any responsible authority required by reason of its use of the Venue.

21. The Hirer shall comply with any statute, by –law, regulation, permit condition or other requirement or lawful direction which complies to its use of the Venue.

22. The Club may terminate the agreement if it forms a reasonable opinion that continuation of these conditions would be unsafe to any persons or where the Hirer has failed to rectify any default after being given reasonable notice.

a. In the event of such termination, then the Club will be entitled to reimbursement of any losses or expenses it has incurred pursuant to this Agreement from the security bond prescribed at Clause 19.

23. 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 sate to that which existed at the commencement of the Hire Period.

a. The Club and the Authorised Representative/s of 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.

24. 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.

a. 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.

25. 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.

a. All the costs of such remedial action shall be met by the Hirer.

It is agreed that the Hirer is responsible under this agreement for any actions or omissions of its agents, employees, invitees, guest, patrons and members of the public attending the Venue during its period of hire by the Hirer under this Hire Agreement.

**Signed by the Hirer**

**Signed by the Club**

Signature:.....

Signature:.....

Name:

Name:

Position:

Position:

Address:

Address:

Date:

Date:

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**Schedule 1**

1. Hire Fee: The Hire Fee Payable by the Hirer in accordance with Clause 8 is: <\$xxx.00> per day.
2. Security Bond: The Security payable by the Hirer in accordance with Clause 18 is: <\$xxxx.00>
3. Authorised Representative: The authorised representative/s of the Hirer specified in Clause 15 are:

Name:	
Mobile Phone Number:	
Name:	
Mobile Phone Number:	
Name:	
Mobile Phone Number:	

**Pricing Schedule**

Port Macquarie Kart Racing Club Inc.	Hirer
Provide facility:  Top car park, pit area, control tower, circuit, stewards offices, out-grid and in-grid and amenities.	<b>Saturday Hire rate:\$1,750.00 (ex GST) per day</b> <b>Sunday Hire rate: \$1,750.00 (ex GST) per day</b> <b>Monday to Friday Hire rate: \$875.00 (ex GST) per day</b>  Security Bond of \$500.00 to be paid to hold booking. Balance of full payment, including any equipment hire bonds must be received no later than <b>7 days prior to hire.</b>  You may allow a sponsor(s) to set up a display in the pit area or in the area adjacent to the Café. Insurance is to be provided by the vendor or covered by the permit.
	The facilities are to be left in a clean state. Any materials imported to the site must be either removed from the site or in the case of top soil, may be spread on to the grassed areas (as directed by PMKRC board members).  Only tow vehicles are allowed in the pit area. All other vehicles, including spectators are to be parked in the car park adjacent to the café.
	Provide PMKRC with copy of Race permit as soon as possible.

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The following table outlines the optional services and equipment that Port Macquarie Kart Racing Club Inc. are able to provide the "Hirer" for additional costs, pending availability.

<u>SERVICE / EQUIPMENT</u>	<u>COST + GST</u>	<u>REQUIRED – YES / NO</u>
Fire Extinguishers & Flags for Flag Points and Start Platform	Included:  If the Fire Extinguishers or flags are damaged or lost the charge to the hirer will be charged at cost plus 10%.	
Private Channel Radios	Available @ \$600  If any radios or radio accessories are damaged or lost the charge to the hirer will be charged at cost plus 10%	
Use of weigh Shed facility and certified scales	Available @ \$200.00 per day	
Food Facilities	Canteen is NOT available for hire.  Food vans can be organised if required. Please give at least 2 weeks notice if this service is required.	