

Venue Hire Agreement

Individual



THIS AGREEMENT is dated

PARTIES

PEGASUS RIDING FOR THE DISABLED ASSOCIATION of the ACT Inc. of 119 DRAKE BROCKMAN DRIVE, HOLT ACT ("Pegasus")

and

.....
[INSERT NAME OF INDIVIDUAL HIRING CENTRE]

of

.....
[INSERT ADDRESS]
("User")

RECITALS

- A. Pegasus is the owner of the Centre.
- B. Pegasus grants to the User and the User accepts the right to use the Hire Area at the Centre on the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this agreement unless the context otherwise requires:

Centre means Pegasus Riding for the Disabled of the ACT Inc.

Claims means all actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses whatsoever and howsoever arising or incurred.

Commencement Date means the date set out in **schedule item 2**.





Fee means the amount set out in **schedule item 7**.

Hire Area means the area set out in **schedule item 5**.

Services means the services set out in **schedule item 6**.

Term means the period of this Agreement, which is set out in **clause 4**.

Termination Date means the date set out in **schedule item 2**.

1. GRANT OF RIGHTS

- 1.1 Subject to the User complying with this agreement, Pegasus grants to the User the right to use the Hire Area solely to provide the Services for the Term and otherwise on the terms and conditions of this agreement.
- 1.2 The User agrees to use the Hire Area to provide the Services at the Centre for the Term and otherwise on the terms and conditions of this agreement.

2. FEE

In consideration of the grant in **clause 1.1**, the User shall pay to Pegasus the Fee.

3. TERM

Subject to **clause 10**, this agreement shall commence on the Commencement Date and shall expire on the Termination Date. The User will have the right to use the Hire Area during the period set out in **schedule item 4**.

4. USE

- 4.1 The User is not permitted to use the Hire Area for anything other than provision of the Services.
- 4.2 The User acknowledges that Pegasus makes no warranty as to the nature of the Hire Area and whether it is fit and proper for the Services.





5. OBLIGATIONS OF USER

The User will ensure:

- (a) the Hire Area is cleaned and maintained;
- (b) that due and reasonable care of the Hire Area and all fixtures, fittings and chattels under its control is taken;
- (c) all entrance gates to the Hire Area and arenas are closed at all times;
- (d) all horses are under control at all times and no other loose animals (including dogs) are allowed in the Hire Area;
- (e) the height of any temporary barriers are of sufficient height and substance (in accordance with regulations) to confine a horse safely within the Hire Area;
- (f) children are under the control of a responsible adult at all times;
- (g) smoking is not permitted in any part of the facility or property at any time;
- (h) no person consumes alcohol in the Hire Area without prior authorisation;
- (i) no person will lunge a horse in an area where others are being ridden;
- (j) it complies with the procedure for opening and closing the Hire Area as outlined by the committee/staff of Pegasus;
- (k) a maximum of four horses are worked at any one time, unless under the control of a qualified coach or equivalent;
- (l) Manure must be removed from all arenas, and manure and urine must be removed from stables. Wheelbarrows and a stable rake are provided, sawdust is located behind stables 1 – 6 as is the manure pile. DO NOT use the coloured bins, as they are used for games.





6. REPRESENTATION

The User or any of its agents, employees or contractors are not at any time to represent themselves as employees or agents of Pegasus.

7. ASSIGNMENT

The User is not to assign or sub licence all or any part of the Hire Area without the prior written approval of Pegasus.

8. INSURANCE

8.1 The User acknowledges that Pegasus's insurance will not extend to the User.

8.2 The User will use the Hire Area at their own risk and will be responsible for taking out appropriate insurance including but not limited to public liability insurance.

9. RELEASE AND INDEMNITY

9.1 The User releases and forever discharges Pegasus and their respective officers, servants and agents, from and against all Claims which it now has or may at any time in the future have, related to or in connection with this agreement or the Services.

9.2 The User is liable for and agrees to indemnify and keep indemnified Pegasus and its respective officers, servants and agents against any and all damages, expenses and liabilities arising from any Claims commenced by any person in relation to or arising from:

- (a) any breach by the User of this agreement;
- (b) the provision of the Services under this agreement;
- (c) the use by the User or any person under its control, of the Hire Area;
- (d) any other activities in connection with the User's use of the Hire Area.





10. TERMINATION

This agreement may be terminated prior to the end of the Term:

- (a) by written agreement of both parties; or
- (b) by Pegasus giving written notice to the User if, at any time during the Term, the User fails to meet any of its obligations under this agreement and such failure continues for more than fourteen days after Pegasus has given written notice of the failure to the User.

11. CLEANING

A cleaning deposit will be paid at time of booking, refer price schedule for rates. This deposit will only be refunded after the facilities are returned to an acceptable cleanliness; this means in a condition that requires no further cleaning by Pegasus.

Schedule item 8.

12. PEGASUS EMERGENCY PLAN FOR FACILITY HIRERS

Catastrophic Fire Danger Days

- On days declared as Catastrophic Fire days, all programs including hire events at Pegasus **will be cancelled**.
- All personnel apart from Pegasus Fire Wardens will be evacuated from the property. All hirer's horses should also be evacuated.
- Pegasus **cannot** provide 'safe zones' for visiting horses. Pegasus is **NOT** responsible for visiting horses left on the property in a Fire Emergency.
- In the case of cancellation of an event by Pegasus (due to a catastrophic fire danger), any Hirer deposits will be refunded.





Total Fire Ban Days

- On Total Fire Ban days consideration will be given to whether or not to cancel any planned hire event. Hire events may still proceed as long as there is **no threat** of fire to Pegasus.
- Hirers **must** closely monitor fire warnings.
- Hirers must ensure transport for both people and horses remains at Pegasus in order to ensure evacuation if necessary.
- Hirers need to be prepared to evacuate both themselves and their horses if directed to by Pegasus personnel or Emergency Services.
- Pegasus **cannot** provide 'safe zones' for visiting horses. Pegasus is **NOT** responsible for visiting horses left on the property in a Fire Emergency.

13. CANCELLATION

- For hires of half day or more and group hires a deposit will be requested to secure the spot; if the user cancels within 48 hours the deposit will be non-refundable, if cancelled before 48 hours the deposit will be refunded in full.



EXECUTION



SIGNED FOR AND ON BEHALF of)
PEGASUS RIDING FOR THE)
DISABLED ASSOCIATION by)
..... an authorised)
officer in the presence of:)

Signature of Witness

Signature of Officer

Name of Witness (please print)

SIGNED by)
[INSERT NAME OF INDIVIDUAL)
HIRING CENTRE] in the presence of:)
)
)

Signature of Witness

Signature of User

Name of Witness (please print)



SCHEDULE



Item 1: Date of Agreement
..... (insert date agreement is signed)

Item 2: Commencement Date
.....(insert date of first booking)
Upon execution of this agreement by both parties.

Item 3: Termination Date
.....(insert date of last booking)

Item 4: Duration (insert days/dates/times booked – eg every Monday from 9am – 10 am or 15, 16 and 20 July from 10am – 2 pm)

.....
.....

(Insert day, time, etc which User may use the Hire Area)

Item 5: Hire Area
.....
.....
.....





(insert details of area being hired – eg main arena only, common room only, whole centre, stable or yard)

Item 6: Services

.....
.....
.....

(insert details of what the Hire area will be used for)

Item 7: Fee

\$..... Hire
\$..... Cleaning deposit
\$..... Total amount payable at the time of use of the Hire area.

Item 8: Refund cleaning deposit (please tick)

- No
- Yes – amount refunded \$.....

Date refunded / /20.....



Hire Of Pegasus Facilities

Obligations of User



The User will ensure:

- That due and reasonable care of the facilities and all fixtures, fittings and chattels under the hirer's control is taken.
- All entrance gates to the property and arenas are closed at all times.
- All riders must wear Australian standard approved equestrian helmets at all times when mounted.
- All horses are under control at all times and no other loose animals (including dogs) are allowed in the facilities; or on the property.
- Children are under the control of a responsible adult at all times.
- No person smokes in the facilities or anywhere on the Pegasus property.
- All manure is removed from the arenas. Wheelbarrows and a rake are provided. Coloured bins are NOT to be used, as they are used for mounted games.
- All yards will have manure and feed removed at the end of the hire agreement.
- Stables will have all manure, urine spots and feed removed at the end of the hire agreement.
- Hire times are adhered to as others may have the facilities hired after you.
- The user or any of its agents, employees or contractors are not at any time to represent themselves as employees or agents of Pegasus.
- Please only use the area/s that have been hired as other areas may be hired/prepared for other people/organisations use.



Information for users of Pegasus facilities:

- Pegasus is a NO SMOKING property.
- There is a large waste rubbish bin and a large recycle bin located under the trees across the driveway beside the small Stretton Arena.
- The manure pile is locked behind the stables, also wheelbarrows can be found there, rakes and brooms are located between the 'Feed Store' and 'Tack Room'.
- All manure is to be removed from the arena. Buckets and a rake are provided.
- Stables are to be left COMPLETELY clean of all manure and urine, sawdust to be raked up the sides of the walls, remove any old feed.
- Yards must have all manure and old feed removed.
- Paths need to be swept at the end of the event.

