**HIRE AGREEMENT AND CONTRACT**

Cooma Little Theatre Incorporated (CLT), own and operate the building known as Cooma Little Theatre at 28 Monaro Avenue Cooma, NSW.

This building, and all the theatrical facilities contained therein, is available for hire on the following conditions:

1. That the hirer undertakes to conform to the conditions of this “**Contract for Hire**”.
2. That the hire fees, deposit and refundable security deposit as shown on the attached “**Schedule of Fees**” is accepted as agreed.
3. The **Deposit** of 30% of the total hire fee is paid as requested before the commencement of the hire period.
4. The **balance of the hire fee** is paid on or before any activity is undertaken at CLT, i.e., on arrival, if a travelling group.
5. That the hirer agrees to **clean up the theatre** before departure or pay a cleaning fee as set out in the “Schedule of Fees”. Where the cleaning fee is not paid and the Facilities are left uncleaned, the cleaning fee will be deducted from the deposit.
6. For cold weather bookings, a member of CLT will ensure that the **heaters are turned on** in adequate time for the hall to be heated before use. Unless told otherwise it is the responsibility of the hirer to turn off the heaters at the end of their usage. Instructions for operation of the heaters are posted at each heater. Failure to turn off heaters after usage will incur an additional fee (refer to schedule).
7. **Damages** are to be paid for by the hirer and will be deducted from the refundable deposit. The hirer will be responsible for any loss of, or damage to, the building and facilities of CLT agreed to be hired, occurring during the period of the hire or arising out of the hiring. To the extent that the refundable deposit is sufficient to cover such loss or damage CLT may apply it towards making good such loss or damage. If the refundable deposit is insufficient to cover such loss or damage, the hirer agrees to pay the balance outstanding promptly on receipt of written notification from CLT.
8. If a touring company utilises **CLT lights** – because of their high cost and delicate nature all lamps are to be checked by the hirer and a member of CLT before the commencement of the hire, and at the end of the hire period, to ensure they are in full working condition. Breakages will be charged at the rate of $30.00 per lamp. Notice posted in the Lighting Control Box regarding use of lamps and stage lighting are to be strictly followed.
9. It is the responsibility of the hirer to ensure that the theatre is **locked up** any time the building is to be left unattended as well as at the end of the hire period. If no member of CLT is in attendance at last close-up, it is the responsibility of the hirer to return the key to the designated location (agreed upon prior to the hire period) as soon as possible and before the hirer leaves Cooma.
10. All **props and properties** are to be returned to their storage locations at the end of the hire period and all areas left clean and suitable for future use.
11. All **garbage** is to be tied up in the garbage bags provided and left in the dressing room ready for collection.
12. The hirer agrees to be bound by the **Terms and Conditions of the Public Halls Act** under which Licence the building operates. In particular note should be taken of the restrictions of that Act to such specifics as “Naked Flames and Theatrical Explosives”. These specify that no naked flames are to be used on stage and all explosive material may be handled only by a licensed registered operator.
13. Maximum permissible persons in the Auditorium and stage area at any one time is 250 persons under the Fire Safety regulations. This is a licenced mandatory condition and contravention of this condition will result in cancellation of the booking and forfeiture of paid hire fees. In addition, the CLT will seek compensation for any resulting fines or other damages that result from contravention of this condition.

The seating plan is outlined in the General Notes and will be made available as a separate document and indicates a capacity of 138, allowing for up to 112 persons on stage during a full house performance.

Patrons are not permitted to stand or obstruct in anyway, isles, corridors, doorways or other locations designated as fire exits.

1. Professional organisations are required to provide a copy of their Public Liability insurance certificate of currency.
2. A Pandemic Safety Plan may be required to be prepared and implemented by the hirer as directed by any Public Health Orders in effect at the time of hire.
3. Hirers must comply with any Public Health Orders in effect at the time of hire.

**GENERAL NOTES**

**COOMA LITTLE THEATRE – LICENCED BAR FACILITIES**

Unless agreed otherwise before the commencement of the hire, CLT reserves the right to operate the **Front of House Licenced Bar and Coffee/Tea-selling facilities** with all profits going to CLT. If these facilities are opened, they will be operated by members of CLT without cost to the hirer.

**The Licenced Bar provides a vital source of income for the Theatre, if the hirer specifically requests that the Licenced Bar not be in operation during the shows, a surcharge of $100 will be applied for each show the bar will be closed.**

Please note that the **CLT is a Licenced facility** and as such it is a legal requirement that no alcohol, other than that sold from the CLT Bar may be consumed on the entire premises (includes all parts of the building).

**COOMA LITTLE THEATRE – AUDITORIUM, STAGE FLATS and PROPS**

The Auditorium seats 142 persons.

***Please note that if the thrust (stage extension) is fitted, row CC and possibly BB will be removed to ensure patron seating comfort and adequate spacing for emergency evacuation.***

The hirer may use the available **props and properties** stored in the theatre with any alterations to such pieces to be agreed to by a CLT representative before change. The **black flats** may not be painted any other colour than flat black. All costs involved with changing and repainting set pieces etc are to be borne by the hirer.

**COOMA LITTLE THEATRE - CYCLORAMA WALL**

The **Cyclorama Wall** (back wall of the stage) must never be painted over or modified in any way.

**COOMA LITTLE THEATRE - WARDROBE**

CLT maintains a reasonably extensive **wardrobe** and costumes may be hired by the hirer at a discounted rate. Arrangements to hire costumes must be made prior to the commencement of the hire period.

**COOMA LITTLE THEATRE – NOISE ABATEMENT**

As residential areas adjoin the theatre it is the hirer’s responsibility to ensure that late night noise is kept to a minimum – in particular after midnight – and to conform with the **Noise Abatement Act**.

By the completion and return of the attached “**Agreement to Hire**” the hirer agrees to be bound by the terms and conditions as set out above.

All exit and external lights must be operational when public performances are occurring. (refer to switchboard in the entry office)

**COOMA LITTLE THEATRE
HIRE BOOKING FORM and “AGREEMENT TO HIRE”**

I hereby make the application to hire these areas of Cooma Little Theatre building
(please tick all that apply)

|  |
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|  Foyer Only |

 ****All areas OR

**HIRE PURPOSE** *[eg Play, Performance, Conference, Private Function]*

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 **HIRER CONTACT DETAILS**

|  |  |
| --- | --- |
| **Name of Organisation** |  |
| **Contact Person** |  |
| **Contact Address** |  |
| **Contact Phone/Fax** | Ph:  | Fax:  |
| Mob: | Other: |
| **Contact Email** |  |

 **DETAILS OF HIRE**

|  |  |
| --- | --- |
| **Hire Commencement Date** |  |
| **Time** |  |
| **Hire Completion Date** |  |
| **Estimated Completion Time** |  |
| **Bump Out Time** |  |

**SCHEDULE OF USAGE**

|  |
| --- |
| **USAGE***Please specify the expected date and times of facility usage* |
| **DAY** | **DATE** | **START TIME** | **END TIME** | **TOTAL HOURS** | **RATE** | **TOTAL****COST** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
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| **23** |  |  |  |  |  |  |
| **24** |  |  |  |  |  |  |
| **25** |  |  |  |  |  |  |
| **26** |  |  |  |  |  |  |
| **TOTAL HOURS** |  |  |

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| **BUMP OUT** *– NO FEE CHARGED**This is the date and time that the CLT requires the building to be cleaned and vacated by.* |
| **DATE** | **END TIME** |
|  | **1:00pm** |

**HIRE FEE CALCULATION**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FEE TYPE** | **DETAILS – As per Schedule of Fees attached** | **QTY** | **AMT inc GST** | **TOTAL** |
| HIRE CHARGE1 July 2022to30 June 2023 | Whole Building – Whole Day Rate |  | $330.00 / day |  |
| Whole Building – Hourly Rate (Min 1 Hour, min unit 1 hour) |  | $27.50 / hr |  |
|  |
| Foyer Only – Whole Day Rate |  | $220.00 / day |  |
| Foyer Only – Hourly Rate (Min 1 Hour, min unit 1 hour) |  | $18.10 / hr |  |
|  |  |
| CLEANING FEE (optional) | Whole Building |  | $200.00 |  |
| Foyer Only |  | $100.00 |  |
| Other Charges | Bar Closure Surcharge per show – If hirer requests closure of bar |  | $100.00 |  |
| **TOTAL HIRE CHARGES – sum of all applicable charges above** |  |
| + Refundable Security Deposit \* | 1 | $200.00 | $200.00 |
| **TOTAL FEE including Deposit** |  |

\* In the event of cancellation 30+ days prior to hire date – 100% of deposit is returned
In the event of cancellation 15-30 days prior to hire date – 50% of deposit is returned
In the event of cancellation less than 15 days prior to hire date – no deposit is returned

**SPECIAL CONDITIONS**

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I / we agree to the Terms and Conditions as set out in this agreement and attached forms and enclose herewith my / our deposit of 30% of the **Total Hire Charges** (above)

|  |  |
| --- | --- |
| **Signature** |  |
| **Print Name** |  |
| **Date** |  / /  |

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**SCHEDULE OF FEES INFORMATION** – also available at [www.clt.org.au](http://www.clt.org.au)

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| **WHOLE BUILDING**  |
| **Foyer, auditorium, stage areas, dressing room, workshop, stage lighting and sound systems.**  | **1 July 2022 to 30 June 2023** |
| Full day | $330.00  |
| Hourly Rate (Min 1 Hour, min unit 1 hour) | $27.50  |

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| **FOYER ONLY**  |
| **Foyer, includes basic kitchen facilities, some tables and chairs available.**  | **1 July 2022 to 30 June 2023** |
| Full day | $220.00  |
| Hourly Rate (Min 1 Hour, min unit 1 hour) | $18.10  |

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| **CLEANING FEE (Post Use)**  |
| **Optional, should the hirer not wish to clean the facility after use, they will need to pay this fee**  | **Fee**  |
| Whole Building  | $200.00  |
| Foyer Only  | $100.00  |

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| **DEPOSIT (Refundable)**  |
| Per booking  | $200.00 |
| Please note if the above cleaning fee is not paid and the facilities are left uncleaned, then the cleaning fee will be deducted from the deposit as per Condition 5 of the Hire Agreement |

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| **OTHER Fees**  |
| If air conditioners/heaters are left on overnight  | $60.00  |
| Refundable Security Deposit for Issue of Key | $50.00  |
| Surcharge (per show) – Bar Closure – Hirer requests closure of bar | $100.00 |

Amounts include GST