Cooma Little Theatre Inc.



little theatre BIG SHOWS

28 Monaro Avenue Cooma NSW 2630 PO Box 1124 Cooma NSW 2630

HIRE AGREEMENT AND CONTRACT

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

This building and the facilities contained within are available for hire under the following conditions:

- 1. The hirer accepts the terms and conditions of this "Agreement".
- 2. The hire fees and deposits, either provided in a "**Schedule of Fees**" or by formal quotation, is accepted as agreed.
- 3. The **Deposit** as set out in the quotation is paid as requested before the commencement of the hire period.
- 4. The **balance of the hire fee** as set out in the quotation is paid on or before any activity is undertaken at CLT, i.e., on arrival, if a travelling group.
- 5. The hirer agrees to **clean up the theatre** before departure or pay a cleaning fee as set out in the "Schedule of Fees" https://www.clt.org.au/hiring-the-theatre 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. Failure to turn off heaters after usage will incur an additional fee (refer to schedule).
- 7. **Damages** are to be paid 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. Hirers utilising **CLT stage lights** due to 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. Notices 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 the 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 placed in the wheelie bins outside the building.
- 12. The hirer agrees to be bound by the **Terms and Conditions of the Public Halls Act**. In particular, restrictions under the Act addressing the use of "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 number of persons in the Auditorium and stage area at any one time is 250 under the Fire Safety regulations. This is a 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 non-compliance with 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 142, allowing for up to 108 persons on stage during a full house performance.

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

- 14. Professional organisations are required to provide a copy of their Public Liability insurance certificate of currency.
- 15. 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.
- 16. 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 Bar 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 \$150 will be applied for each show the bar will be closed. NOTE - This condition does not apply to hirers for private functions.

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 and entry area).

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 arrangements 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 application to hire these areas of Cooma Little Theatre building (please select one option)

☐ Entire Building or ☐ Foyer Only							
HIRE PURPOSE [eg Play, Performance, Conference, Private Party, Training etc]							
HIRER CONTACT DETAILS							
Name of Organisation							
Contact Person							
Contact Address							
Contact Phone	Ph:		Mob:				
Contact Email							
DETAILS OF HIRE							
Type of Event		☐ Public Attendance ☐ Private Function					
Hire Commencement Date							
Hire Commencement Time							
Hire Completion Date							
Hire Completion Time							
Bump Out Date		☐ Same as Hire Completion Date					
		☐ Day after Hire Completion Date					
Bump Out Time		☐ Same as Hire Completion Time					
		⊔ Prior to 1pm, day	after Hire Completion Date				

SCHEDULE OF USAGE

#	DATE	WHOLE DAY (Yes/No) or →	START TIME	END TIME	TYPE Rehearsal Performance or Other	TOTAL HOURS or DAY
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

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			
	Day after hire completion			

WHAT HAPPENS NEXT?

Send the completed form (pages 4, 5 and 6) to info@clt.org,au or PO Box 1124 Cooma NSW 2630

A formal quotation will be provided within 7 days of receipt of this form.

Acceptance of the booking will be confirmed by the payment of the deposit listed on the quote.

Deposit conditions:

- 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

SELECT RELEVANT OPTIONS BELOW:						
□ NO BAR REQUESTED (Fee of \$150 per performance for closure of the bar for public functions)						
□ Other:	□ Other:					
□ Other:						
AGREEMENT ACCEPTANCE						
HIRER TO COMPLETE						
I / we agree to the Terms and Conditions as set out in this agreement and any attached forms:						
Hirer Signature						
Hirer Name						
Date	Date:					
OFFICE USE ONLY						
CLT Executive Member Signature						
CLT Executive Member Name						
Agreement Received	Date:					
Quote Issued	Date:	Number:				
Deposit Details	Date:					