

Application to Use the Facilities at Tonimbuk Equestrian Centre Pty. Ltd

It is important to us here at Tonimbuk Equestrian Centre that your use of our facilities is enjoyable and that your event is successful.

In order to confirm your booking, to minimize any misunderstandings and to assist us with the preparation, please complete this form and return it along with your deposit as soon as possible.

Please also take some time to document any special pricing, arrangements and conditions already discussed with you so that we can formalize them.

All Stables, yards and camping enquiries/bookings are to be made through Tonimbuk Equestrian Centre directly. Please call Kim on 0412188120.

Name of Organisation:

Billing address:

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Phone: () Fax: ()

Website:

Email:

Event Organiser/Contact Person:

Telephone: Business: () After Hours: ()

Mobile: ()

Email:

Secretary:

Telephone: Business: () After Hours: ()

Mobile: ()

Email:

Treasurer:

Telephone: Business: () After Hours: ()

Mobile: ()

Email:

Application to Use the Facilities at Tonimbuk Equestrian Centre Pty. Ltd for an Event

(Effective - 1st June 2010)

Event Name:

Event dates: Start: Finish:

Arrival date/time: Departure date/time

Number of Horses Attending (approximately):

INDOOR ARENA 1. per day	..... x \$450.00	
INDOOR ARENA 2. per day	..... x \$450.00	
INDOOR ARENA 1 & 2.	..... x \$800.00	
INDOOR ARENA 1. - set up (non competition day) - if available	\$120.00	
INDOOR ARENA 2. - set up (non competition day) - if available	\$120.00	
INDOOR ARENA 1 & 2. - set up (non competition day) - if available	\$200.00	
INDOOR ARENA – LIGHTS per hour – for each arena	..... x \$10.00	
OUTSIDE ARENA 3. per day	..... x \$200.00	
per day if hired in conjunction with arena 1 or arena 2.	..... x \$150.00	
OUTSIDE ARENA 4. per day	..... x \$200.00	
per day if hired in conjunction with arena 1 or arena 2	..... x \$150.00	
CROSS COUNTRY per day	POA	
AMENITIES FEE – \$10.00 per day for each horse . (Must be collected by the hirer for every horse involved with the event or activity).	..... x \$10.00 x days	
ADDITIONAL CLEANING & RUBBISH REMOVAL – for events greater than 2 days duration. - see Terms & Conditions 20.7	POA	
UNIT HIRE		
– Unit 1 per night	..... x \$100.00	
– Unit 2 per night	..... x \$90.00	
SHOW AMENITIES PACKAGE – Judges/Secretaries office & P.A. per indoor arena	..... x \$50.00	
STABLES – per day - From 5.00 pm until 5.00pm next day. (Must supply own bedding, feed, water buckets & cleaning tools)	..... x \$20.00	
UNDER COVER YARDS – per day - From 5.00 pm until 5.00pm next day. (Must supply own bedding, feed, water buckets & cleaning tools)	..... x \$16.00	
SELF ERECTED TEMPORARY YARDS – per day - From 5.00 pm until 5.00pm next day. Includes cleaning fee	..... x \$5.00	
STABLES – Weekly (5 - 7 nights)	POA	
UNDER COVER YARDS – Weekly (5 - 7 nights)	POA	
CAMPING – Powered Site per night	..... x \$15.00	
– Unpowered Site per night	..... x \$10.00	
CAMPING – Powered Site – Weekly (5-7 nights)	..... x \$75.00	
– Unpowered Site – Weekly (5-7 nights)	..... x \$50.00	
STABLE & YARD CLEANING FEE – per stable/yard for show duration	..... x \$7.00	
SHOW JUMPING EQUIPMENT – per set – per day	..... x \$660.00	
TIMING EQUIPMENT – includes electronic display – set per day	..... x \$220.00	
DRESSAGE ARENA EQUIPMENT - 8 sets - per set - per day	..... x \$100.00	
CANTEEN AREA – per day - includes power and rubbish removal	..... x \$100.00	
OUTSIDE FOOD VAN – per van per day	..... x \$100.00	
TRADE VENDORS – per vendor per day (must notify TEC as to type)	POA	
TOTAL AMOUNT (includes GST)		

Deposit Amount Due (50% total cost) \$ _____

Tonimbuk Equestrian Centre Pty. Ltd.

A.C.N 062 452 000, ABN 27 062 432 000

195 Tonimbuk Rd. BUNYIP North 3815

Phone 03 56 295 457 Fax: 03 56 295 422 Email: tonimbuk@dcsi.net.au

Terms and conditions for the right to use the facilities at Tonimbuk Equestrian Centre Pty. Ltd. for the purpose of conducting events.

Please read these terms and conditions for events carefully prior to signing.

1. Event details

- 1.1. An event operational plan, including parking plans, outlining the program of your event and containing a timetable of events and estimated running sheet including set up/pull down times, equipment requirements, any special access needs (heavy vehicles, equipment deliveries etc) must be given to Tonimbuk Equestrian Centre Pty. Ltd. (hereinafter referred to as TEC) at least three weeks prior to the proposed commencement date.
- 1.2. TEC shall notify Event Organiser of any required changes to the operational plan, which must be incorporated into it. Unless otherwise agreed by TEC, the Event Organiser must comply with the event operational plan.
- 1.3. A non refundable deposit of fifty percent (50%) of the total facility use fee must be received by TEC in order to confirm a booking. If an event is cancelled, this deposit is not refundable, however TEC, will at its discretion, attempt to reschedule the event at another time agreeable with both TEC and the Event Organiser. In this circumstance TEC will credit the non refundable deposit already received towards hire fee for the rescheduled event.
- 1.4. Unless otherwise agreed by TEC, the full payment for the facility use fee must be received by TEC seven days prior to the first day of the event.
- 1.5. Any activity undertaken by the Event Organiser or by any of the event participants that is not included within the official program of events, that was submitted to TEC and subsequently approved by TEC, is not permitted.
- 1.6. TEC reserves the right to cancel any event due to safety issues or any breach of the terms and conditions under which approval to hold the event at TEC was approved.
- 1.7. TEC also reserves the right to cancel an event due to unforeseen circumstances. In this circumstance any monies received by TEC will be refunded.

2. Signage, advertising and any notice to be displayed at the Event

- 2.1. TEC is to approve all signage, advertising and notices associated with the event held at TEC. This includes the attachment of competitor information sheets, including competitor listings and results, to any part of the infrastructure at TEC.
- 2.2. All approved signage; advertising and notices to be erected/removed at the Event Organiser's cost at a time agreed between TEC and the Event Organiser and must meet safety regulations.

3. Intellectual Property Warranty

The Event Organiser warrants that it owns the intellectual property in the event and the event does not breach any intellectual property laws and agrees to indemnify TEC for any loss or damage suffered or incurred as a result of a breach of this warranty.

4. Public Liability

Public liability insurance for no less than ten million dollars (\$10,000,000.00) per occurrence is required to be held by the Event Organiser for the event. TEC are to be named on the policy as an interested party. TEC reserves the right to reject any event application if it is of the opinion that that particular activity which the Event Organiser intends to undertake is not covered by insurance.

5. Medical requirements

It is the responsibility of the Event Organiser to ensure that adequate medical and first-aid measures are provided at the TEC for competitors, spectators and officials associated with the event. TEC must be notified if any persons associated with the event receive medical assistance as a direct result of the event, whether assistance comes from on-site medical facilities or other emergency services not associated with the Event Organiser, such as ambulance, hospital.

6. Hours of Operation

TEC's hours of operation are between 8.30am and 5.30pm each day. The Event Organiser will need to make additional arrangements and negotiate to use the TEC at any other times.

7. Facilities to be left in a clean and undamaged condition.

The Event Organiser will, when the event has finished, leave the areas of the TEC used by the Event Organiser in the condition and state of repair as is consistent with normal wear and tare as could reasonably be expected from such an event. Without limiting this obligation the Event Organiser agrees to ensure all waste both human and animal is placed in the areas provide by the TEC on or prior to the termination date. If the Event Organiser fails to comply with these obligations TEC may take all action it determines is necessary to rectify that default. The Event

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Organiser must meet the TEC's costs for taking that action. A separate invoice will be issued to the Event Organiser for costs incurred in relation to any breach of these conditions. The Event Organiser agrees to pay any additional invoices within 14 days after receipt thereof.

8. Sale and/or Provision of Food and Beverages

TEC's approval is required for the provision and/or sale of food and beverages and is only permitted if this is notified in the "Facility Booking Form" and the Event Organiser submits a separate "Application for Commercial Operation Form" in the event that any food or beverages are to be sold. No glass products are permitted and all food and beverage must comply with all relevant statutes and regulations, including but not limited to the Food Act 2003.

9. Sale of Goods and Services and Trade Exhibitors/commercial operators.

- 9.1. If the Event Organiser wishes to appoint trade exhibitors/commercial operators to provide goods and/or services during the event, the Event Organiser must ensure that each proposed trade exhibitor/commercial operator:
- (a) completes the TEC's "Application for Commercial Operation Form" and returns the form to TEC no later than 21 days prior to commencement of the event;
 - (b) has in place and maintains occurrence based public liability insurance for an amount of not less than ten million dollars (\$10,000,000);
 - (c) follows all relevant legislation and has in place all necessary permits and licenses required; and
 - (d) follows all directions and instructions given by any person appointed by TEC
- 10.2. The Event Organiser agrees to indemnify and keep indemnified the TEC, its officers, agents and contractors against all liability whatsoever and howsoever arising relating to or in connection with the trade exhibitors/commercial operators.

10. Marquees and temporary structures

The erection, appearance and site location of marquees, tents, platforms and temporary grandstands at TEC is subject to the approval of TEC. All structures are to be erected/removed, at the Event Organiser's cost, at an agreed time between the Event Organiser and TEC and must meet relevant safety regulations.

11. Commercial Filming and Photography

- 11.1. Commercial filming or photography is only permitted if this is notified in the "Facility Booking Form" and the Event Organiser receives the written consent from TEC.
- 11.2. The Event Organiser grants the right to TEC to record, in any manner, without limitation, the event or any part of the event, for event management and marketing purposes.

12. Warranties

The Event Organiser warrants that it has in place all necessary permits and licenses required to hold the event.

13. Safety

The Event Organiser agrees to conduct the event with proper regard to the preservation of public safety and not to do or omit to do anything which might in any way endanger the TEC, including without limitation, any person and any equipment, chattels or goods at any time at the TEC, whether the property of the TEC or not.

14. Direction of venue management

The Event Organiser agrees to follow any directions or instructions given by any person appointed by the TEC to manage and control TEC and to follow any directions displayed in TEC.

15. Reservation of right

The TEC reserves the right to override any decision or action of the Event Organiser in relation to the event or use of the facilities if the TEC, in its sole discretion, deems the decision or action to be detrimental to the TEC or safety generally.

16. No Assignment of Right to Use

The Event Organiser may not assign all or any part of its rights to use the TEC.

17. Dogs

All dogs are to remain on a lead whilst on the venue and are not to enter the indoor arenas under any circumstances.

18. Access and Control

The Event Organiser acknowledges that access has only been granted to those areas of the TEC facility that have been granted the right to use. The Event Organiser agrees to restrict access to all other areas of the facility to all event participants including competitors, officials and spectators. The Event Organiser also acknowledges that the control of children is particularly important around horses and agrees to ensure that all children at the event are properly controlled and supervised at all times.

19. Refusal of admission

The Event Organiser acknowledges that the TEC reserves to itself the right to refuse admission to, or cause to be removed from, the TEC venue any person who has not or is not adhering to the conditions of use of the facility, or is not in good financial standing with TEC, or whose behavior is, in the opinion of the TEC, objectionable, improper or undesirable

20. Miscellaneous

- 20.1. MANURE IN ARENAS – The Event Organiser will, throughout the entire duration of the event, pick up all manure from the riding arenas as soon as possible after it has been dropped.
- 20.2. LIGHTS – The Event Organiser will, throughout the entire duration of the event, ensure that all lighting is turned off when not in use and agrees to pay any additional costs incurred that is in excess of the agreed usage.
- 20.3. TEC SPONSORSHIP - TEC has sponsorship agreements in place with Mitavite and Australian Country Horse. and reserves the right to permit their sponsors, trade stands and vendors of its choice to attend any event at TEC without any fee being paid to the Event Organiser.
- 20.4. FACILITY GROOMING - The Event Organiser agrees to ensure that any areas requiring maintenance by TEC during the event are clear of any equipment that may impede the equipment used to perform the grooming.
- 20.5. USE OF STRAW – The use of straw is not permitted at TEC. This applies to all facilities including all stables, riding arenas and car park but does not apply to the cross country course.
- 20.6. BEHAVIOUR – The Event Organiser will ensure that its competitors, officials and spectators behave appropriately at all times and will ensure that anyone not doing so immediately vacates the Tonimbuk Equestrian Centre.
- 20.7. ADDITIONAL CLEANING – Whilst TEC ensures the cleanliness of the facilities prior to the event, it does not provide for cleaning services during the event. Events of greater than two days duration may need to arrange for additional cleaning of the bathrooms, canteen area and the emptying of rubbish bins into the skip.
- 20.8. WATER – Whilst TEC has fresh water storage tanks capable of holding 100,000 litres and extensive dam water reserves suitable for watering/washing horses, it may be necessary to supplement these resources in times of drought and at the end of the summer period. Any cost of additional water will be at the hirer's expense.

Acceptance of terms and conditions for events

I/We acknowledge that I/we read all three pages of the document “Terms and conditions for the right to use the facilities at Tonimbuk Equestrian Centre Pty. Ltd for the purpose of conducting events”, items numbered one through to twenty, and accept the terms and conditions contained within this document, which forms part of this “Application to Use the Facilities at Tonimbuk Equestrian Centre Pty. Ltd” form and do agree to comply with them and acknowledge and agree that the terms and conditions form part of this contract.

I/We agree to comply with the “Application to Use the Facilities at Tonimbuk Equestrian Centre Pty. Ltd for an Event” booking form and the terms and conditions for events.

Signature of events organiser

(Print Name)

Position in organisation: _____

Date: _____

(Must be an authorised officer of the Event Organiser)