

SECOND SCHEDULE

1 DEFINITIONS

1.1 IN THIS AGREEMENT:

Whenever words appear in this Second Schedule that also appear in the First Schedule, then those words shall mean and include the details supplied after them in the First Schedule.

- a) "Hirer" or "You" means «**Account Name**»
- b) "EVR" means Rotorua District Council, of which EVR is a business unit. This means that Rotorua District Council is responsible for the obligations of EVR under this agreement.
- c) "EEC" means the Rotorua Energy Events Centre, Queens Drive, Government Gardens, Rotorua.
- d) "Civic Theatre" means the Rotorua Civic Theatre, Fenton Street, Rotorua.
- e) "International Stadium" means the Rotorua International Stadium, Devon Street West, Rotorua.
- f) "Council" means Rotorua District Council.
- g) "Catering Services" means catering (including all food and beverages) for Events held at the EEC.
- h) "Catering Services Price" means the Catering Services Estimated Price, subject to adjustment as provided for in clause 4.3 of this Second Schedule.
- i) "Duty Manager" means such person who from time to time is appointed by EVR to be in charge of the Venue (including any person temporarily in charge).
- j) "Normal Working Hours" means Monday to Friday, 8.00am to 5.00pm, excluding public holidays.
- k) "Services" means the venue hire services and other services set out in this agreement to be provided by EVR.

2 NATURE OF THE EVENT

- 2.1 The Hirer confirms that the Event is accurately described in the First Schedule.
- 2.2 The Hirer warrants and agrees that the Venue will not be used by it for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance (particularly where there may be local residents affected).
- 2.3 The Hirer agrees that the Venue will not be used for the public performance of any literary, dramatic, musical or other work or entertainment in breach of any person's copyright.
- 2.4 **Use of Common Areas:** The use of the Common Areas by the Hirer and any Person under the Hirer's Control will be at the absolute and uncontrolled discretion of EVR, including in particular the conduct and control of all promotional activities in the Common Areas.

3 VENUE HIRE CONFIRMATION / COSTS

- 3.1 The Hirer's booking for the Event is only confirmed upon:
 - a) Signature of this agreement; and
 - b) Payment to EVR in cleared funds of the Venue Hire Initial Deposit and, if applicable, the Catering Services Deposit.
- 3.2 Where a Hirer fails to confirm a booking in accordance with clause 3.1 above, and another person wishes to hire the Venue for the Hire Period or any part of it, the Hirer's pencil bookings may be subject to challenge by another prospective hirer and the terms of EVR's standard venue hire booking policy will apply.
- 3.3 The Venue Hire Price must be paid as follows:
 - a) Deposits shall be payable at the dates specified in the 'First Schedule'.
 - b) If this agreement is signed within one month of the Start Date, the whole of the Venue Hire Price excluding the Venue Hire Balance shall be payable immediately following signature of this agreement.
 - c) Where the total Venue Hire is not paid prior to the event commencement, the outstanding balance shall be payable by no later than 20 days following invoicing.

4 CATERING

- 4.1 If the Venue is the EEC, the Hirer must use the sole caterer engaged by EVR for the Catering Services. EVR will invoice the Hirer for the Catering Services, and EVR shall be responsible for payment to the caterer.
- 4.2 **If the Venue is the EEC or International Stadium:**
 - a) Unless otherwise stated the Catering Services Deposit shall be payable 10 days prior to the Start Date, and will be a 90% percentage of estimated, of the total estimated food costs based on catering numbers advised in writing by the Hirer.
 - b) Should your final numbers decrease by 10% from the original numbers advised on the (5 days prior to event), we reserve the right to apply a surcharge of 25% on the potential lost revenue.
 - c) No later than 5 working days prior to the Start Date, the Hirer is to advise EVR in writing of its final requirements for Catering Services based on the number of those persons expected to be attending the Event. Including any specific dietary requirements (including any allergies) for guests attending an Event.
 - d) Without being under any obligation to do so, EVR may accommodate a subsequent written request from the Hirer to increase its final requirements for Catering Services. If EVR does so, the variance shall be reflected in the Catering Services final invoice.
 - e) The Catering Services Balance is payable by no later than 20 days following invoicing, and will take into account the cost of beverages and any outstanding food costs, as well as any variance between the catering numbers as outlined in clauses 4.2b and 4.2c.
- 4.3 The Hirer shall have no right to require that any particular beverages be supplied at the Venue unless the Hirer is obliged, under an existing sponsorship agreement, to ensure that such beverages are provided at the Event. EVR must sight the existing sponsorship agreement prior to giving approval to provide the required beverages.
- 4.4 **If the Venue is not the EEC or International Stadium,** the Hirer must use a caterer from a list supplied by EVR for all catering (including all food and beverages). All arrangements for payment for any such catering shall be strictly between the Hirer and the EVR. The nominated contracted caterer must be advised in writing 60 days out from the event.
 - a) Unless otherwise stated the Catering Services Deposit shall be payable 10 days prior to the Start Date, and will be a 90% percentage of estimated, of the total estimated food costs based on catering numbers advised in writing by the Hirer.
 - b) Should your final numbers decrease by 10% from the original numbers advised on the (5 days prior to event), we reserve the right to apply a surcharge of 25% on the potential lost revenue.
 - c) No later than 5 working days prior to the Start Date, the Hirer is to advise EVR in writing of its final requirements for Catering Services based on the number of those persons expected to be attending the Event. Including any specific dietary requirements (including any allergies) for guests attending an Event.
 - d) Without being under any obligation to do so, EVR may accommodate a subsequent written request from the Hirer to increase its final requirements for Catering Services. If EVR does so, the variance shall be reflected in the Catering Services final invoice.
 - e) The Catering Services Balance is payable by no later than 20 days following invoicing, and will take into account the cost of beverages and any outstanding food costs, as well as any variance between the catering numbers as outlined in clauses 4.4b and 4.4c.
- 4.5 Except where expressly provided elsewhere in this Agreement, the Hirer must not bring any food or drink into EVR Venues and must not remove any food or drink from the Venue. In any event EVR will not be liable in relation to any food once it has been removed from its Venues.
- 4.6 All decisions relating to the sale and/or service or alcohol during the Event will be at caterers sole discretion, including, but not limited to, the decision as to whether

alcohol is sold at an Event, and what time any bar will be open to. If alcohol is sold during the Event, the Hirer must comply with all conditions and requirements of the caterers liquor license and obtain any additional licenses that may be required. EVR will close any bar if it considers a breach of the Sale of Liquor Act 1989 is likely or it is otherwise concerned as to the safety of the Venue or any person at the Venue.

- 4.7 The Hirer must not enter any sponsorship arrangements for food or beverage at the Event.

5 PERSONNEL AND AUXILIARY COSTS

- 5.1 Only those Personnel and Auxiliary Services listed in Appendices 1 will be provided as part of the Venue Hire Cost. Any requirements in addition to those listed will incur an additional charge to the Hirer.
- 5.2 An estimate of costs for additional Personnel and Auxiliary services will be confirmed after consultation regarding additional requirements with the designated Operations Manager.
- 5.3 Personnel and Auxiliary requirements are to be confirmed at least 15 days prior to the Start Date of the Event.
- 5.4 The Personnel and Auxiliary balance is payable by no later than 20 days following invoicing. Unless otherwise stated the Personnel and Auxiliary Deposit shall be payable 15 days prior to the Start Date, and will be a 100% percentage of the total estimated charges based on requirements advised in writing by the Hirer.

6 ADDITIONAL CHARGES

- 6.1 In addition to the Venue Hire, the Catering, and the Personnel and Auxiliary costs, the Hirer will be charged for:

- a) Any damage to the Venue caused by the Hirer or any of its agents, contractors, employees or invitees. The Hirer may inspect the Venue with the Duty Manager prior to the Hire Period to take note of any existing damage. Unless a written record is taken at that time of any existing damage, and such record is countersigned by both the Hirer and the Duty Manager, the Venue shall be deemed to be in good condition as at the Start Date. The Hirer may inspect the Venue with the Duty Manager at any time during the Event, or following the Finish Date, in order to confirm whether any damage may have been caused for which the Hirer may be liable.
- b) Any extra cleaning, rubbish removal, repair or reinstatement of the Venue that EVR reasonably considers is required after the Event due to any carelessness on the part of the Hirer, or those attending the Event, any services additional to the Services provided by EVR that the Hirer requests or which EVR reasonably considers are necessary for the safe and efficient running of the Event.
- c) Each hour or part of an hour that the Hirer occupies the Venue after the Finish Date at such rate as EVR may reasonably determine.
- d) Any costs, losses or expenses that EVR incurs due to any breach or non-observance of this agreement by the Hirer or any of its agents, contractors, employees or invitees.

7 EXHIBITION AND EVENT MANUAL

- 7.1 If the event is held at the Energy Events Centre, an Exhibition and Event Manual has been compiled to assist conference and exhibition organisers. Clients must adhere to all policies, procedures, and timelines in this manual. This can be downloaded from www.eventsandvenues.co.nz/documents

8 CREDIT ARRANGEMENTS

- 8.1 EVR is under no obligation to extend any credit to the Hirer.
- 8.2 EVR may, at its sole discretion, agree to extend credit on such terms and conditions as it may stipulate from time to time. A credit application form needs to be filled and approved by Rotorua District Council.

- 8.3 No payments may be made by the Hirer to EVR by way of credit card.

9 OVERDUE AMOUNTS

- 9.1 EVR may charge interest calculated daily at a rate of 15% per annum on all overdue amounts from the due date until the date that it receives payment.
- 9.2 The Hirer shall reimburse EVR for all actual and reasonable expenses incurred by it as a result of default in payment by the Hirer, including debt collection and legal costs on a full recovery basis.

10 EVENT CANCELLATION

- 10.1 EVR shall be entitled to cancel this agreement if any payments are overdue, and the Hirer has been given not less than 2 working days' written notice of the proposed cancellation.
- 10.2 On any cancellation of this agreement by the Hirer, the Hirer is liable to pay to EVR the following amounts within 10 working days:
- a) 25% of the Venue Hire Price if the cancellation occurs 12 months or more before the Start Date.
 - b) 50% of the Venue Hire Price if the cancellation occurs less than 12 months but more than 6 months before the Start Date.
 - c) 75% of the Venue Hire Price if the cancellation occurs more than 3 months but less than 6 months before the Start Date.
 - d) 100% of the Venue Hire Price if the cancellation occurs less than 3 months before the Start Date.
 - e) 50% of the Catering Services Estimated Price if the Venue is the EEC and cancellation occurs within 7 days of the Start Date.

- 10.3 EVR may cancel the Hirer's booking and terminate this agreement if:

- a) EVR considers that the staging of the Event or the nature of the Event will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority or otherwise be in breach of reasonable standards of public decency; or
- b) It reasonably considers that the management control of the Event by the Hirer is deficient or inadequate and/or the behaviour of any person under the Hirer's control is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself.

11 TICKETED EVENTS

- 11.1 If the Hirer wishes to sell tickets for the Event, such sales must be made through the provider nominated by EVR.
- 11.2 If the Venue is the Energy Events Centre, use of the South Mezzanine floor is at the discretion of EVR, who will require 40 house seats to be reserved in this area, and remain the property of EVR during the Event.
- 11.3 If the Venue is the Civic Theatre, 7 house seats are to be reserved and remain the property of EVR during the Event.
- 11.4 If the Venue is other than the Civic Theatre or Energy Events Centre, a minimum of 7 and a maximum of 10 house seats (which figure may be varied by agreement reached by EVR and the Hirer) are to be reserved and remain the property of EVR during the Event. The number of seats to be reserved for EVR shall not, however, unless otherwise agreed between EVR and the Hirer, exceed 1% of reserved seating.
- 11.5 Under no circumstances will EVR reserved seats be on-sold.
- 11.6 Confirmation to the client of the number of EVR reserved seats required will be made with the Hirer within two weeks of the event being staged. The Hirer can utilise the seats if EVR chooses not to utilise the full allocation.
- 11.7 Where EVR reserved seat requirements exceed that of the numbers agreed upon for each venue, EVR shall, unless otherwise agreed between EVR and the Hirer, reimburse the Hirer with the cost of a reserved seat ticket price.
- 11.8 Where the venue is EEC, EVR reserves the right to offer preferential sales and seating to Foundation, Corporate,

and Project partners and/or those people who have named a seat within the Red Stag or More FM stands; where an agreement of this nature is established.

12 MERCHANDISING

If the Hirer wishes to sell any merchandise at the Venue the Hirer must first obtain EVR approval.

- 12.1 EVR reserves the right to charge commission on any merchandise sold within our venues as part of an event. Standard commission will be charged at 12.5% of total sales.
- 12.2 The client can provide their own merchandise sellers, or through prior arrangement with EVR, staff can be supplied for this function at the general labour charge outlined in Appendices 3.

13 PUBLICITY

- 13.1 Once the Hirer's booking for the Event has been confirmed:
- EVR shall be entitled to promote the Venue by making reference to the Event and where appropriate providing organisers contact details in any public information schedules for the Venue including a listing on the EVR website, unless the Hirer has requested EVR in writing not to do so.
 - Any proposed marketing material (in whatever form) that the Hirer intends to use to promote the Event that mentions the venue shall first be provided to EVR for vetting to ensure that the Venue has been correctly described.
- 13.2 Where the Event is being professionally promoted, EVR shall not make any public announcement of confirmation of the Event. Rather, that shall be done by the Hirer's professional promoter.
- 13.3 Subject to the prior written consent of the Hirer having been obtained, EVR shall be entitled to videotape and/or photograph the Event for its own historical records and for publicity purposes.
- 13.4 Any marketing of the Event is the Hirer's sole responsibility. EVR has a number of options available which may be used by the Hirer to promote the Event. These include radio, newspaper, newsletter and the internet. All costs incurred by EVR for such promotion shall be on charged to the Hirer for reimbursement to EVR.
- 13.5 Subject to the written consent of persons attending any Event having been first obtained, EVR reserves the right to communicate with such persons by way of direct marketing including newsletters and emails. The purpose of this clause is to enable EVR to promote awareness of, and raise the profile, of activities and events carried on by or through EVR.

14 INSURANCE / LIABILITY

- 14.1 You indemnify EVR (and EVR's employees or agents) against all claims, damages, liabilities, costs, fines, levies, penalties, losses and expenses (including legal fees) arising from your use or hire of the Venue, or from any breach of any of these terms or conditions, or from the termination of this Agreement, including any loss, damage or injury caused or contributed to by you or any of your employees, contractors, performers, or agents, to any persons or the Venue or any property or facility located or stored in the Venue.
- 14.2 You must have public liability insurance with a reputable insurer which will provide indemnity against loss, damage, costs and expenses for which you may become liable under this Agreement, for any one occurrence, and provide proof of this cover if EVR requests it.
- 14.3 EVR is not responsible for loss or damage to any of your property in or around the Venue, except where that loss or damage is caused by EVR's negligence.
- 14.4 EVR shall not be liable to you, under contract or law or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement. The extent of each party's liability to the other party under or in relation to this agreement for any loss, damage, claim or expense (whether due to negligence

or otherwise) is limited to the amount of the Venue Hire Price.

15 LEGAL COMPLIANCE

- 15.1 The Hirer must at all times comply, at its expense, with all applicable statutes, regulations, by-laws and any policies and procedures of EVR as they relate to the use, occupation, safety and security of the Venue.
- 15.2 Without limiting the scope of clause 12.1, the Hirer shall:
- Comply with the no smoking policy in the Venue.
 - Comply with any fire safety evacuation scheme for the Venue.
 - Comply with the Health and Safety in Employment Act 1992 and any regulations made under it.
 - Obtain the prior consent of EVR, and the consent of all relevant authorities, if it is proposed that a fireworks display be held at the Event.
 - Comply with the requirements of any liquor licence obtained for the Event.
 - Only erect any signage in accordance with the prior approval of EVR, and any requirements of the Rotorua District Council.
 - Comply with any noise restrictions which apply to the Venue.
 - Only use electrical equipment and portable appliances in the Venue which has been tested and tagged with a current and non-expired date in accordance with AS/NZS 3760:2003 Standard. All such equipment must be in good working condition, and may be spot checked by EVR prior to the Start Date.

16 TRAFFIC MANAGEMENT

- 16.1 It is acknowledged that EEC and the International Stadium each have their own traffic management plan
- 16.2 If the Event is:
- A specific activity or event rather than a conference;
 - Is confirmed as attracting, or is likely to attract, more than 1,000 persons when the venue is the EEC or more than 5,000 persons when the venue is the International Stadium.
 - Is to be held at a Venue other than the EEC or the International Stadium; and/or
 - Will require road closure;
 - Then the Hirer shall forward a professionally prepared traffic management plan to Council (or its nominated agent) for approval at least 60 working days prior to the event for road usage, or at least 90 working days prior to the event for road closure. The Hirer is to confirm to EVR no later than 15 days prior to the Event that such traffic management plan has been approved.
- 16.3 The Hirer shall be liable for all costs associated with the traffic management plan including staffing, signage and other equipment. EVR will engage, at the hirers cost, all traffic marshal requirements in accordance to the Traffic Management Plan.
- 16.4 Unless otherwise agreed, EVR is entitled to all net revenue earned from parking for the Event. (Please refer to Appendices 2, clause 1.4)
- ## 17 DISPUTE RESOLUTION
- 17.1 If any dispute arises between the parties, they shall endeavour to negotiate a satisfactory outcome.
- 17.2 If the dispute has not been resolved by negotiation within 5 working days of either party giving to the other written notice of the dispute, the dispute shall be referred to mediation.
- 17.3 If the dispute has not been resolved by mediation within a further 10 working days, either party may require that the dispute shall be determined by the arbitration of a sole arbitrator acting under the Arbitration Act 1996 or any statutory modification or re-enactment thereof. If the parties are unable to agree upon who is to be the sole arbitrator, either party may request that the President for the time being of the New Zealand Law Society or any successor body or his or her nominee appoint the arbitrator. Such appointment, and the determination of the arbitrator, shall be final and binding on the parties.

18 RELOCATION

- 18.1 In the interests of maximising the economic benefits that large events and conventions bring to Rotorua, EVR reserves the right to relocate your Event to a suitable alternative location within the nominated facility or another venue outside of the nominated facility, where the original location is inappropriate, or unavailable due to circumstances beyond the reasonable control of EVR, EVR will make every effort to inform you of any such change as early as possible.
- 18.2 Should attendee numbers decrease significantly from numbers advised at the time of booking, EVR reserves the right to reallocate the Event to a either a more appropriate location within the nominated facility or an alternative Venue.

19 TECHNICAL

- 19.1 If the Venue is the Civic Theatre, a venue technician is required by the venue to be available for all hours of occupation by the Hirer (including pack-in, duration of event, and pack-out). Their role is to represent the Venues interest relative to all matters under the Health & Safety Act 1992, working at height guidelines from the Department of Labour and general safe working practices, including fire-safety roles backstage. They are to assist the Hirer with all technical linkages with venue systems. A charge for the venue technician will be \$45.00 plus GST per hour or part thereof.

20 FORCE-MAJEURE

- 20.1 Neither party shall be liable for any loss, damage, claim, liability, or default due to any act of God, warlike hostilities, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, or other event beyond the reasonable control of either party. If the Venue is unavailable to you for any of these reasons, EVR will refund any prepayments held.

Where the Event has had to be cancelled due to a force majeure event that affects EVR's ability to perform it's obligations under this Agreement, then any and all moneys owing will be returned to you. Where the Event has to be cancelled due to a force majeure event that affects your ability to perform your obligations under this Agreement, then any and all moneys owing will be retained by EVR for a period of 12 months from the original date of the Event for re-use at a EVR venue. If not used by this date, then you will forfeit these moneys.

21 VENUE SETUP

- 21.1 **Set up Requirements:** Unless agreed otherwise in writing the parties will at least 15 working days prior to the commencement of the Hire Period agree in writing the Venue set up requirements for the Event, based on the following information:
Event layout, including the provision of an Event layout plan if required under;
a) Event programme/timetable including all breaks / food & beverage requirements;
b) Equipment and technical requirements
c) Equipment being brought to the Venue
d) Food and beverage requirements;
e) Any other Services to be provided by EVR.
- 21.2 **Extraordinary layout:** EVR will not be obliged to implement a layout that it determines is impractical. The cost of any extraordinary layout, changes to a layout and restoring the Venue to its original layout will be paid for by the Hirer on invoice by EVR.
- 21.3 **Classroom style setup:** will incur an additional charge – calculated on a per person basis for provision of pens, pads, mints, and water. Where EVR staff are notified at contract stage of the requirement for this style of setup – charges will be integrated into venue hire. When this style of setup is requested post contract stage – a nominal charge will be included in the final invoice. The Classroom style setup charge does not include tablecloths.
- 21.4 **Deliveries:** Any deliveries to the Venue are entirely at the risk of the Hirer and will only be received by EVR on the basis that EVR has no liability for loss or damage to any equipment or suppliers, before, during and after the Event.

22 GENERAL

- 22.1 Any notice to be given by either party to the other shall be posted, faxed or emailed using the Contact Details and marked for the attention of the Contact Person.
- 22.2 Either party may give written notice to the other of any change in the Contact Details.
- 22.3 The Hirer is not able to transfer any of its rights or obligations under this agreement to a third party.
- 22.4 The Hirer acknowledges that the hiring of the Venue, in terms of the Consumer Guarantees Act 1993, is for business purposes and that the provisions of that Act do not apply.

APPENDICES 1 –

Personnel and Auxiliary Services Included in Venue Hire Cost

- 1.1 Dedicated Events Coordinator to assist with conference planning and requirements, as well as being onsite for the duration of the conference which falls within normal working hours.
- 1.2 General labour for any initial, daily room set up.
- 1.3 Removal of all rubbish that has accumulated from patrons at the event is part of the normal hire charge unless otherwise advised in writing.
- 1.4 6 Units of Staging (each measuring 2.4m x 1.2m) including personnel required for set up.
- 1.5 The Venues inventory of basic furniture.
- 1.6 Basic cleaning to keep the Venue in a presentable state. Any commercial cleaning that is required by the Hirer or as a result of a particular event will be on-charged.
- 1.7 Utility costs including power and water.
- 1.8 Please note a surcharge may apply for personnel services normally included in venue hire, should an event fall on a public holiday.

APPENDICES 2

Personnel and Auxiliary Services Additional to Venue Hire Cost

- 2.1 A minimum charge of 3 hours may apply for personnel requirements outside normal working hours.
- 2.2 To comply with legislative requirements EVR on behalf of the Hirer at the Hirers cost will engage all security and duty manager requirements. A duty manager and at least one security person will be required for any event that runs outside the normal working hours.
- 2.3 EVR on behalf of the hirer (after consultation with the Hirer to determine their requirements) at the hirers cost will engage all usher, ticket collector, and coat check requirements.
- 2.4 Venue technician in the instance that a dedicated person(s) is required to set up/pack out for an event or to assist with audio visual presentation during your event – in a capacity other than consultation or liaison.
- 2.5 General labour required for room set up or turnaround – in addition to the initial daily room setup.
- 2.6 Where required removal of all rubbish that has accumulated from or part of an exhibition or Event requiring large bins or containers will be on charged to the Hirer.
- 2.7 Basic furniture may incur charges where requirements exceed room/venue allocation.
- 2.8 The Unison Arena is divisible into 3 sections - Unison Arena 1 is 3/7 of the entire Arena (31.5m x 47m) and Unison Arena 2 & 3 are 2/7 of the entire Arena each (21m x 47m). Please refer to the table in Appendices 3 for costs.
- 2.9 Carpet must be laid in Unison Arena and Southern Trust Sportsdrome for conferences, banquets and exhibitions. Please refer to the table in Appendices 3 for costs.
- 2.10 Units of Staging over the standard allocation of 6 units, are charged at \$35.00 plus GST/unit and inclusive of labour where the stage setup occurs within normal working hours and is inclusive in the initial, daily room setup. A maximum of 75 stage units are available. Each unit measures 2.4m x 1.2m.
- 2.11 Dance floor units are charged at \$20.00 plus GST/unit and inclusive of labour where the dance floor setup occurs within normal working hours and is inclusive in the initial, daily room setup. A maximum of 50 units are available. Each unit measures approx (1m x 1m).