

FIRST SCHEDULE (2.1)

I/We confirm that I/we have read and agree to comply with the following conditions:

1. All hireage costs and bonds are to be paid in full prior to commencement of your event.
2. That all hirers be required to pay a bond against damage to the facilities or vegetation or the failure to adequately clear the venue of litter of any description as agreed with Events Manager for Events & Venues or his nominee.
3. That the layout and setting up of any exhibition, display or function of any description be to the satisfaction of the Events Manager for Events & Venues Rotorua (EVR) or his nominee.
4. That in the event that the hirer of the park/reserve and or venue is an organisation, as opposed to an individual, that at least one person be identified as being responsible for the site and that that persons location on site be clearly signposted.
5. That specific hours be fixed past which no activity which is likely to create a noise nuisance to neighbouring residential / accommodation properties be permitted to continue.
6. That any amplification equipment used at the venue be located and directed away from residential/accommodation area.
7. Noises associated with the activity on site shall be assessed pursuant to Sections 16 (unreasonable noise) and 326 (excessive noise) of the Resource Management Act 1991.
8. Litter clearance is your responsibility, and all litter should be picked up and placed in the bins provided by Council. If Council staff are required to assist with picking up litter, you will be charged at cost plus 10%.
9. No vehicles are to be parked on the reserve, unless they are actually involved with the event (i.e., as part of it). These should be kept to a bare minimum.
10. Parking of the vehicles will be at the owners own risk and Council has no responsibility for them.
11. All care must be taken to ensure that the grass surface is not damaged. Should turf be damaged, it must be reinstated to the condition it was prior to the event.
12. Public safety is your responsibility, and every measure must be taken to ensure that the public are protected during the event.
13. That an adequate number of portable toilets shall be provided at the event.
Where the function attracts more than 500 people for more than half a day, "port-a-loos" be provided as per the following criteria:
One portable toilet for each 100 people over 500 but less than 1,000, thereafter, an additional
 - one portable toilet for each 250 people over 1,000 but less than 2,500
 - one portable toilet for each 500 people over 2,500 but less than 4,000

one portable toilet for each 1,000 people over 4,000.

- These toilets to be sited to the satisfaction of the Parks & Recreation Department.
Chemical toilets are to be emptied at the Waste Water Treatment Plant, Te Ngae, Road.
14. Alcohol may not be sold or served without first obtaining consent of the Events Manager (EVR) and obtaining a Special Liquor Licence. This is necessary as the area of reserve falls within the CBD liquor ban.
 15. 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.
 16. The extent of EVR's liability to you under or in relation to this Agreement for any loss, damage, claim or expense (whether due to EVR negligence or otherwise) is limited to the amount of the Park/Reserve or Venue Hire Price.
 17. No polluted or waste water is to be discharged onto the reserve or into Council's stormwater drains. Any discharge will be classed as a breach of conditions and will see your bond being forfeited.
 18. Animal faeces must be disposed of in a hygienic manner.

In respect to all food stalls it is proposed that the following will apply:

- a) All mobile shop, van, caravan owners or stall holders shall obtain either a mobile shop licence or a food stall licence from the Rotorua District Council Environmental Health section before commencing the sale of food at the reserve.
- b) All licensed mobile shop owners or food stall holders operating at the reserve must carry with them a copy of their current licence together with the conditions with which it was granted and they shall produce these documents on the demand of any Rotorua District Council Environmental Health Officer.
- c) Any unlicensed person found selling food at the reserve by a Rotorua District Council Environmental Health Officer may be requested to immediately cease selling food on the reserve and to remove their stall or vehicle from the reserve.
- d) No home manufactured or prepared food may be sold at the reserve.
- e) Only food sourced from food premises with a current health registration certificate or exemption under the Food Hygiene Regulations 1974, may be sold at the reserve.
- f) No alcohol, including home brew, may be sold without the written consent of the Events Manager (EVR) and the applicant having obtained a Special Licence.

- g) Environmental Health Officers may at any time, require specific attention to hygiene matters or require additional facilities or requirements to be met, to suit the type of food being sold or may require an operator to cease trading on grounds of public safety or hygiene.
- h) Only proper gas barbecues by permitted.
- i) Wood or Charcoal fired cooking, and hangi fires, are not permitted without prior permission being gained from the Parks and Recreation Manager.
- j) **NO** food stalls are to be set up facing Whakauae Street (zones 2 and 3.) Placement of the food stalls will be at the discretion of the Events Manager (EVR).

Noise

Noise associated with activities on the site will be assessed pursuant to Sections 16 (unreasonable noise) and 326 (excessive noise) of the Resource Management Act 1991.

A resource consent will be required for any activity that fails to meet the following performance standards:

- a) Any building that exceeds 7.5 metres in height above the natural ground level.

Amusement Devices

No amusement devices shall be operated until the required permit applications have been completed, and all fees paid, accompanied by the appropriate OSH Certificates of registration; and the devices have been inspected by Council Inspectors.

Building Consent

A building consent will be required for:

- Any tent or marquee exceeding 100 square metres in area, being used for public or private use.
- a) Any stage structure platform or the like where it is possible for a person to fall 1.5 metres or more. There may, in some circumstances, also be a requirement for a design certificate from a structured engineer (please check with building staff).
- b) Please contact the Building Services Division of Council within a minimum of 20 working days of your event to obtain such consent.
An inspection of the facility prior to the public having access is required.
That inspection (time and date) can be made at the time of lodgment of the building consent.
- c) Failure to follow this procedure could result in your event not being allowed to operate.
- e) Other conditions may apply.

Health & Safety

The hirer shall be responsible for its own safety and health pursuant to part II of the Health and Safety in Employment Act 1992 and for seeing that its actions or failures to act do not harm any other person. The hirer shall also be responsible for the safety and health of its employees and members of the public. In particular, but without limiting the obligations of the Hirer under this contract, the hirer shall:

1. Provide and maintain a safe working environment; and
2. Provide and maintain work amenities and facilities for safety and health; and
3. Ensure that equipment and plant is arranged, designed, made and maintained so that it is safe for use; and
4. Ensure that no persons are exposed to hazards arising out of the arrangements, disposal, manipulation, organisation, processing, storage, transport, working or use of things at the place of work or near the place of work; and
5. Develop procedures for dealing with emergencies that may arise. A Risk Management Plan must be sited by the Events Manager (EVR) prior to commencement of the event.

Helicopters on Reserves

The following conditions apply to landing or take-off of helicopters on Council reserve land:

1. All necessary permits are to be obtained from Civil Aviation
2. No damage is to be done to the reserve. Should damage occur the turf must be reinstated to the condition it was prior to the event at the hirers cost.
3. Council accepts no liability for any injury or damage to any person or property
4. Crowd control and public safety is the hirers responsibility
5. Flight paths must be away from any wildlife sanctuaries.

Fireworks on Reserves

The following conditions apply to use of Council Reserves:

1. Public safety is your responsibility and every measure must be taken to ensure that the public are protected during the event. The launching area must be barriered off from the general public.
2. Adequate Public Liability Insurance must be arranged to cover damage to surrounding properties
3. The appropriate permits must be obtained from the Rotorua District Council.
4. A Health and Safety / Risk Management Plan must be sited by the Events Manager (EVR) or his nominee.
5. All care must be taken to ensure that the grass surface is not damaged. Should turf be damaged, it must be reinstated to the condition it was in prior to the event at the hirers cost.
6. Litter clearance is the hirers responsibility and all litter should be picked up and placed in the bins provided by Council. If Council staff are required to assist with litter collection, all costs will be recovered from the hirer.
7. No vehicles are to be parked on the reserve unless they are part of the event. These must be kept to a bare minimum.
8. Notification of your event must be given to the NZ Fire Service. This is the hirers responsibility.

SECOND SCHEDULE (2.2)

1 DEFINITIONS 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" 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) "Council" means Rotorua District Council.

2 HIRE CONFIRMATION / COSTS

2.1 The Hirer's booking for the site is only confirmed upon:

- a) Signature of this agreement; and
- b) Payment to EVR in cleared funds of the Bond as outlined in the contract.

2.2 Where a Hirer fails to confirm a booking in accordance with clauses 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.

2.3 The Hire price must be paid as follows:

- a) The Bond shall be payable immediately following signature of this agreement.
- b) Any further deposits shall be payable at the date specified in Schedule One.
- c) Where the total Site Hire is not paid prior to the event commencement, the outstanding balance shall be payable within 20 days of invoice issue date.

3 CREDIT ARRANGEMENTS

3.1 EVR is under no obligation to extend any credit to the Hirer.

3.2 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.

3.3 All hire charges under \$100.00 must be paid in full prior to commencement of event.

4 OVERDUE AMOUNTS

4.1 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.

5 EVENT CANCELLATION

5.1 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.

5.2 EVR may cancel the Hirer's booking and terminate this 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.

6 FORCE-MAJEURE

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 its 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.

7 GENERAL

7.1 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.

7.2 Either party may give written notice to the other of any change in the Contact Person.

7.3 The Hirer is not able to transfer any of its rights or obligations under this agreement to a third party.

7.4 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.

8 PUBLICITY

- 8.1 Once the Hirer's booking for the Event has been confirmed:
- a) 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.
 - b) Any proposed marketing material (in whatever form) that the Hirer intends to use to promote the Event shall first be provided to EVR for vetting to ensure that the Venue has been correctly described.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9 MERCHANDISING

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

- 9.1 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.
- 9.2 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

10 TRAFFIC MANAGEMENT

- 10.1 If the Event is:
- a) A specific activity or event rather is confirmed as attracting, or is likely to attract, more than 1,000 persons
 - b) And/or will require road closure;
 - c) 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.

- 10.1 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.
- 10.2 Unless otherwise agreed, EVR is entitled to all net revenue earned from parking for the Event.

11 DISPUTE RESOLUTION

- 11.1 If any dispute arises between the parties, they shall endeavour to negotiate a satisfactory outcome.
- 11.2 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.
- 11.3 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.