

FLASHPOINT PTY LTD	Flashpoint Pty Ltd PO Box 7024 Hutt Street Adelaide 5000 Ph 08 8410 7835 fowerslive@internode.on.net
Fowler's Live	
<p>1. HIRE OF VENUE</p> <p>1.1 The Proprietor will allow the Hirer to use and occupy the Venue during the Hire Period for the sole purpose of presenting the Event.</p> <p>1.2 The Hirer will, and will ensure that all of its employees, contractors, agents and other persons attending the Event comply the terms of this Agreement and with all reasonable directions of the Proprietor in connection with the use of the Venue.</p> <p>1.3 The Hirer will not make any alterations to the Venue, or erect any structures within the Venue, without the written approval of the Proprietor. The Hirer will be solely responsible for obtaining all necessary approvals, ensuring that any such alterations and structures are sound, and complying with all relevant building codes and regulations.</p> <p>1.4 The Proprietor will, at its own cost, provide all security, cleaning and bar staff that are, in the opinion of the Proprietor, necessary for the conduct of the Event. The Hirer will provide at least one person at the door to assist with tickets and guest lists.</p> <p>1.5 The Hirer will not sell any liquor, food, confectionery or other refreshment, and will not interfere with the full and unfettered control of the Venue by the Proprietor pursuant to the Liquor Licensing Act, 1982.</p> <p>1.6 The Hirer will have the right to display and sell merchandise, from a mutually agreed position during the Event without any payment to the Venue.</p> <p>1.7 The Hirer will provide the Proprietor with details of all seating plans and arrangements, signage and lighting plots it intends to use for the Event at least seven days prior to the Event.</p> <p>2. PAYMENTS</p> <p>2.1 The Hirer will pay the Fee to the Proprietor, as provided for in the Hire Sheet.</p> <p>2.2 Where the Hirer is paying the Proprietor a share of Box Office, but is not using the ticketing service provided by the Proprietor, the Hirer will account to the Proprietor for its share prior to the conclusion of the Hire Period. The Hirer will provide the Proprietor with access to statements and other records relevant to the calculation of this payment.</p> <p>2.3 The Hirer will bear all costs incurred in connection with the Event, except as expressly stated otherwise in this Agreement.</p> <p>2.4 The Proprietor will retain all proceeds from sale of liquor, food, confectionery or other refreshments during the Event.</p>	<p>2.5 The Hirer will provide the Proprietor with 20 complimentary tickets to the Event, free of charge, for use at the Proprietor's sole discretion.</p> <p>2.6 All amounts payable under this Agreement are exclusive of goods and services tax which shall be paid in addition to any amount specified as payable, but only on receipt of a valid tax invoice requesting such payment.</p> <p>3. ADVERTISING AND PROMOTION</p> <p>3.1 The Proprietor will include the Event in its weekly street media advertisements, promote the Event through its mailing lists, and will assist the Hirer in obtaining media coverage for the Event. Otherwise, the Hirer is solely responsible for all advertising and promotion of the Event.</p> <p>3.2 All advertising for the Event must include the correct name of the Venue, and the Venue's address and telephone number as set out on the Hire Sheet.</p> <p>3.3 The Hirer must comply with any council restrictions on the placement of street and pole posters. The Hirer will be solely liable for any penalties or fines levied through the use of such posters and the Hirer hereby indemnifies the Proprietor in this respect.</p> <p>3.4 The Hirer may not grant signage or sponsorship rights at the Venue to any third party, without the written approval of the Proprietor.</p> <p>4. RIGHTS</p> <p>4.1 The Hirer warrants that it will obtain all licenses and consents (including APRA and PPCA licences) necessary for the Event, and that it will comply with the terms of any such licence or consent.</p> <p>4.2 The Hirer warrants that the Event will comply with all relevant laws and regulations (including but not limited to those regarding copyright, intellectual property and entry into Australia) and with any relevant union requirements relating to local content of the Event, and that the Hirer shall not infringe or breach, or permit to suffer to be infringed or breached any copyright, performing right or any other protected right in the connection with the Event.</p> <p>4.3 The Hirer will not, nor will it allow any other person to, record, broadcast or communicate to the public, the Event, except with the written approval of the Proprietor.</p>

5. RISK

5.1 The Hirer occupies the Venue at its sole risk, and hereby releases and indemnifies and agrees to keep the Proprietor and its officers, employees, agents and contractors indemnified to the full extent permitted by law from and against all liability to the Hirer, or any other person or entity whatsoever in respect of any accident, death, bodily injury or damage directly or indirectly related to the Event and the Hirer's occupation or use of the Venue.

5.2 Immediately upon conclusion of the Hire Period, the Hirer will remove all its property and equipment, and will make good any damage to the Venue arising in connection with the Event. The Hirer will indemnify the Proprietor against any such damage, including for loss of profits and other consequential losses. Any property or equipment not removed by the Hirer at the conclusion of the Hire Period may be disposed of by the Proprietor at its sole discretion.

5.3 The Hirer will provide and maintain the following policies with a reputable onshore insurer:

- (a) public liability insurance with minimum insurance limits of \$10,000,000, including coverage endorsements for personal injury and property damage;
- (b) workers compensation insurance policies in respect of its employees and contractors as required by law;
- (c) property insurance for the replacement value for any equipment used in the Event;

and on request, will provide the Proprietor with a certificate verifying these policies.

5.4 The Hirer must not use any fireworks, pyrotechnical displays, water or other effects without the written approval of the Proprietor. Such approval may be granted or refused in the absolute discretion of the Proprietor and will be conditional on adequate additional insurance cover being obtained, with the proper supervision of an appropriately licensed or qualified person, and the Hirer warranting that all necessary approvals will be obtained and complied with.

6. TERMINATION

6.1 If, for any reason, the Hirer cancels the Event within 30 days of the Hire Period, the Hirer will pay the Proprietor the full Fee by 5pm on the date on which the Performance was to take place.

6.2 Neither party will be liable to the other party in circumstances where termination is necessarily caused by illness or injury to the Artist or otherwise by any Act of God, civil disturbance or other occurrence outside the control of that party.

6.3 The Proprietor will be entitled to immediately terminate this Agreement, and to cancel the Event, without any liability to the Hirer, where:

- (a) the Hirer refuses to follow the reasonable directions of the Proprietor;
- (b) the Proprietor holds reasonable concerns relating to safety, or the compliance with any applicable laws or regulations; or
- (c) the Hirer breaches any term of this Agreement and, having been given 48 hours notice requiring it to rectify the breach, fails to do so.