



Friends of Royal Park
PO Box 701, Buninyong, Vic, 3357
Forp.buninyong@gmail.com
www.friendsofroyalpark.org.au

CASUAL HALL HIRE – AGREEMENT TO LEASE FACILITY

AGREEMENT between The Friends of Royal Park Inc. (FORP) and

..... ('Lessee')
of ..... (address)
Phone (A/H).....(mobile) .....
email.....

Premises: Royal Park, 1101 – 1103 Warrenheip Street, Buninyong, Victoria. (The 'Facility'\*)
\*"The Facility" includes specific buildings and/or land.

Operating period of Lease:

From: (date and time) .....

To: (date & time) .....

Function/purpose: .....

Aspects of the Facility to be utilised (please tick):

- Main Hall, Kitchen/toilets, Oval – open space, Other, Garden beds, Inside Storage, Shed storage, Tank Water

Casual Hire

FORP grants the Lease to the Lessee on the following conditions (Delete if not applicable):

It is the responsibility of the Lessee:

- 1. to pay the Lease Fee of \$..... (inc GST)
2. to pay a fully refundable security bond of \$..... to FORP. The bond is payable on signing of this lease. FORP will issue keys upon receipt of Bond and Lease fee.
3. to maintain public liability cover for the period of this lease of which the liability should be no less than \$10million. The lessee is to provide a current copy of this cover to FORP within two weeks of signing this lease. If you do not have your own policy please contact us to discuss.

4. to keep the Facility and every part of it and everything in it in good substantial repair and condition
5. to keep the Facility clean and tidy and pay promptly for any loss or damage
6. to compensate FORP for the cost of repairs or replacement of any damage to the Facility or to the furniture, furnishings, windows or equipment during occupancy
7. not to do or permit anything to be done on the Facility or any part of it which may be, or become, the nuisance, annoyance or damage to FORP, tenants or other occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it
8. to obtain any permits including Liquor permits necessary for the proposed use of the Facility
9. to ensure the facility remains a smoke free environment
10. not to interfere with, or remove any equipment not specified as being owned by the lessee in the inventory list
11. to permit FORP or its servants and agents at all reasonable times to enter and view the Facility and the arrangements made to keep the Facility in accordance with paragraph b) of this Clause 1
12. to leave the Facility (and the surrounds) in a clean and tidy condition - specifically to remove all the Lessee's refuse from the Facility, to wash any items used and store them away in the cupboards provided, to restack any tables or chairs used into the furniture cupboard, to remove all foodstuffs from the kitchen including the refrigerator, to sweep the floors and wipe down all kitchen surfaces
13. not to do or permit anything to be done on the Facility which may adversely affect FORP's position as Lessee of the Facility or which may be a breach of any covenant contained in the Lease granted to FORP
14. to indemnify FORP and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against FORP by the Lessee, its servants and employees, or any other person whatsoever
15. to notify the Authorized Representative of FORP of any occurrence that may have damaged the Facility or caused injury or damage to a person
16. to obtain approval for any facility modifications from FORP, and to
17. to ensure any activities/modifications are in accordance with FORP's Business Engagement Guidelines.

**FORP does not insure the Lessee's property or legal liability exposures.** Consequently, FORP strongly recommends that the Lessee obtain adequate insurance protection. The Lessee acknowledges that to the fullest extent permitted by law, FORP and its servants and agents are not under any liability to the Lessee or to any third party for any loss of or damage to any property or injury suffered. This includes any legal liability that may otherwise arise as a result of any direct or indirect act, neglect or default by FORP or any of its servants or agents.

**Termination of the Lease** is effected by the lease reaching its expiry date.

**The Lease can be cancelled** if any of these clauses are found to have been violated and FORP alone reserves this option.

**The security bond** or part thereof will be returned to the Lessee when FORP ascertains that the Facility has been left as required by the clauses above and all keys have been returned.

**SIGNED:** .....

**SIGNED:** .....

**Name:**.....

**Name:**.....

For and on behalf of the Lessee

For and on behalf of FORP

**Date:** .....

**Date:** .....