

OASIS OF HOPE Christian Meetings Venue Hire Agreement

Location: Unit 16, 108 Welshpool Rd, WELSHPOOL WA 6106

Section A: Introduction:

This contract for the rental of a venue is made this day, **DD day of MM 2019**, by and between **Oasis of Hope**, hereafter referred to as the Owner, and **(Name Organisation Renting)** Authorised Officer: **(Name Organisations signing officer)** hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at **Unit 16, 108 Welshpool Rd, WELSHPOOL WA 6106** and known as **Oasis of Hope**, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following:

[Renter acknowledges they have read & accepts the clauses above]

Renters Initials: _____

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Section B: Standard Terms and Conditions:

1. BOOKINGS & DEPOSITS:

1.1 The Renter shall pay to the Owner the sum of \$25.00 Booking Fee as per attached costing sheet "Annexure A"

1.2 Rental Deposit must be made as per attached costing sheet "Annexure A" and this deposit is a non-refundable, and this deposit will be applied to rental charges upon final settlement of accounts.

1.3 Rental Deposit must be made as per attached costing sheet "Annexure A"

1.4 At the Owners Facility Managers discretion, the Owner Facility Manager reserves fully the right to require a Damages/Security deposit.

1.5 Owner and or the Owners Facility Manager make available the Hire Agreement on the specific understanding that the venue is and will be used solely for the purpose of Christian Ministry as is within the Boundaries of Scriptures guidelines of conduct and morality as understood in the Holy Scriptures and in conjunction with all terms and conditions within this agreed Hire Agreement, which will binding on both parties

2. VENUE RENTER ACCESS:

2.1 The Renter shall have access to and use of the venue from as per attached costing sheet "Annexure A" for the purpose of hosting the **XXXXXX XXXX** Events the Owner shall provide to Renter all keys, access control codes, and other items necessary to give Renter such access no later than 1 working Calendar day prior to occupation by Renter to Owners Venue.

[Renter acknowledges they have read & accepts the clauses above]

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2.1.1 Key will be available for collection at the Venue. Key being held for collection in Security Key Box located on the left side of the building. Access code to pickup and drop of key box will be given no later than 1 working Calendar day prior to occupation by Renter to Owners Venue.

2.1.2 Alternative arrangements can be made in the case of Long-Term Hire Agreements and such arrangements will be made in consultation with Renter and by mutual agreements that will be notated within Section D: Notation of Special Conditions as clause 2.1.2.1

3. RENTAL FEE & PAYMENTS:

3.1 The full rental fee for the use of the venue described in (1) above shall be as per attached costing sheet "Annexure A", less the non-refundable deposit described in [1.1, 1.2 & 1.3] above, Each monthly balance shall be payable to the Owner upon the expiration of the rental period described as per attached costing sheet "Annexure A".

3.2 Within 24 hours of the rental period's expiration, Renter shall tender to Owner the rental fee balance due, and all keys and other access control devices in his/her possession.

3.3 **Booking/Handling Fees:** Fee has been reflected on Annexure "A"

- XXX 2019 X Booking Fees @ \$25.00 Total Due \$XX

4. COMPLETION OF HIRE:

4.1 Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of it. Renter shall return all seating and equipment to

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locations as was at time of entry of said premises. Failure to do so will at the Owners Facility Manger discretion incur a handling fee of \$100.00.

4.1.1 This Handling Fee must be paid no later than 1 Calendar days upon being given notice this fee (see clause 4.1) is being applied.

4.2 Upon Renter's completion of his/her obligations under (1) to (15), the Owner shall return to Renter the security deposit (If deposit has been Required see clause 1.4) minus any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent.

4.3 In the event that Renter fails to pay the balance (see clause 3.0) due within the time period agreed upon in this contract, (Hire Agreement) interest shall accrue upon the unpaid balance at the rate of **10%** per calendar month until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

5. DAMAGE: (physical damages, legal actions, and/or loss of reputation or business opportunities)

5.1 Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter's use of the venue.

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5.2 The Hirer shall indemnify Oasis of Hope for the cost of repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of the hiring as a result of the hiring.

5.3 The Hirer shall not interfere in any way with the switchboard, electricity or gas fittings, meter fittings or fixtures on the premises.

5.4 It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment.

6. EXCLUSIONS:

6.1 The Renter shall not use the premises for any purposes other than that described in the Hiring Agreement and shall not sub-hire/rent or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.

6.2 Owner Reserves full rights to TERMINATE RENTAL AGREEMENT EFFECTIVELY **IMMEDIATE** if there is a breach of clauses 1, 6.1 & 7 and there will be NO REFUNDS and the RENTER will be liable for COMPLETE VALUE of the RENTAL AGREEMENT payable within 24 hours of termination notice given verbally and or in writing by the Owners Facility Manager.

7. ALCOHOL:

[Renter acknowledges they have read & accepts the clauses above]

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7.1 This No Alcohol Venue. Alcohol on or around the premises is **expressly prohibited**
breach of this will be subject to clause 6.1

8. SMOKING:

8.1 The entire premises and grounds are a No Smoking Zone. For safety reasons individuals should not smoke in the car park.

9. CONSUMPTION OF FOOD AND DRINK:

9.1 All food & beverages are to be consumed only in the Kitchen area. UNLESS PRIOR ARRANGEMENTS HAVE BEEN AGREED UPON TO DO OTHERWISE; Carpet Soiling Due to Spillage of Food & Drink must be cleaned up immediately

9.2 Should manual cleaning fail to remove food or drink stains Renter will be require to, hire a Professional Carpet Cleaning Company of Good reputation to effect removal of stains

9.2.1 Remedial work to remove spillage stains must be completed no later than 5 working calendar days of spillage.

9.2.2 All costs associated with the removal of spoilage from carpets is solely the responsibility of the Renter.

10. CATERING:

10.1 Renter can make request of Owners Facility Manager to organize catering for Renters event, this will be a separate agreement based of the terms of P.O.A. (price at & on time of Renters application) pricing will be offered at the Owners Facility Managers sole discretion and will be made in writing and will require the process of offer and sign acceptance

10.2 Payment will be made in Full within 1 working calendar day of said agreement being signed and accepted and is non-refundable.

11. MISCELLANEOUS ITEMS:

11.1 **MICROPHONE BATTERIES:** Renter will provide their own AA Batteries for Owners Microphones which are part of the equipment made available for the Renters use.

12. INSURANCE:

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12.1 The Hirer acknowledges that the loss of any items left unattended is not covered by the Owner and or Owners agent's insurance cover.

13. DEFAULTING on TERMS & CONDITIONS of HIRE:

13.1 Owner and or Owners agent's reserves the right to cancel/terminate this Booking/Hiring in the event of any defaulting on the behalf of the Renter to the terms and conditions therein this Hire Agreement. And will be decided on and at the Owner and or Owners agent's discretion within the boundaries of the clauses contained therein said Hire Agreement

13.1.1 Period of Notice before being in Effect: This period will be decided on and at the Owner and or Owners agent's discretion, any Serious breaches of the terms of said Hire Agreement will have Zero Days' Notice and will come into Effect Immediately.

14. FITNESS OF USE:

14.1 In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired Owner and or Owners agents shall not be liable to the Hirer for any resulting loss or damage whatsoever.

15. VENUE OWNER ACCESS:

15.1 The Hirer shall allow any duly authorised officer of Owner and or Owners agent's access to the premises or any part thereof at all times during the hiring. Owner and or Owners agent's reserves the right to cancel this Booking/Hiring

15.1 If Renter defaults on right of Access 'Notice to Terminate' said Hire Agreement will be carried out as per clause 13 of this Hire Agreement.

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16. REFUNDS:

16.1 ALL REFUNDS IF APPLICABLE under the terms of the Hire Agreement shall be made by EFT

16.2 Renter must provide B.S.B Number Bank Account Number Name of Bank and Branch and bank Address to enable the Owner and or Owners agents to affect a Refund according to the Terms and Conditions of this said Hire Agreement

16.3 Owner and or Owners agent's EFT Refund Reference to Renters Nominated bank (see Clause 14.2) will be the Hire Agreement Number Located at the top right-hand corner of page 1 of the said Hire agreement.

17. DISPUTES:

17.1 Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction.

17.2 Any Disputes will be subject to all Laws – Australian State and Federal in the Owners Local and Country jurisdiction Australia.

18. Loss of or Failure to return Owners Venue Keys

18.1 Renter will be liable for and will be require too pay a fee of \$400 and payment must be made within 2 working calendar days from notice of being in default of clause 18. Owner to Replace the Complete Security Locks by a licensed Locksmith.

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19. TERM OF CONTRACT:

19.1 Hire Agreement Period.

19.1.1 The rental phase will start **XXX day of XXX 2019**

19.1.2 The rental phase will cease (End) on and inclusive of XX day of XXX 2019

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Section C: Venue Equipment

Kitchen: Fridge, microwave, toaster, hot and cold filtered water dispenser.

Furniture: Furniture & Chairs are to be reinstated as the original layout.

MULTI MEDIA:

Audio: The Sound system has been designed to be controlled by Ipad/iPhone or Laptop. Changes to the existing cable arrangement that has been fixed to the devices are not permitted.

Electronic Equipment Onsite: Laptop, Mini Ipad, Keyboard, Elect. Drum, 2+2 Wireless/Wired Mics.

Video: Wall Mounted 65" 4K TV with HDMI/Chromecast access.

Internet: N.B.N. speed

MICROPHONE BATTERIES: Renter will provide their own AA Batteries for Owners Microphones which are part of the equipment made available for the Renters use.

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Section D: Notation of Special Conditions

[Renter acknowledges they have read & accepts the clauses above]

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Section E: Renters Payment Plan

XXX 2019 XX and XX \$XXX.00

Deposit Required \$XXX.00 Deposit due DD/MM/2019

Balance \$XXX.00 Due DD/MM/2019

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Section F: Annexure "A" Costings

MM/2019 Fee Costing Annexure "A"											
			24hr		\$ Rate				\$ Totals		
DD	MM	Day	Start	Finish	Rental Rate		Cleaning Fee	Booking Fee	Full Rate	Notes	
XX	XXX	Sat	0930	1500	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00		
							\$ -	\$ -	\$ -		
					\$ 000.00		\$ 000.00	\$ 00.00	\$ 000.00	Total Fees payable	
									Deposit Required		Due Date
Deposit Totals									\$ 000.00	\$ 000.00	18/3/2019
Balance Due										\$ 000.00	23/5/2019

[Renter acknowledges they have read & accepts the clauses above]

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