



Raising The Bar Adelaide 2024 Venue Hosting Agreement

This Venue Hosting Agreement (the “**Agreement**”) is made and entered into as of the last signature date below (the “**Effective Date**”)

BETWEEN

The City of Norwood Payneham & St Peters of 175 The Parade Norwood, SA 5067 (the “**Council**”);

AND

_____ ABN _____
(Legal entity – Business or Owner of premises)

trading as _____ (the “**Venue**”) of
(Business Name)

_____ (the “**Premises**”).
(Address)

BACKGROUND

- A. The Council will be holding an event on **Tuesday 6 August 2024**, *Raising the Bar Adelaide*, which will make educational speakers available to the general public through presentations at select venues across the City of Norwood Payneham & St Peters with the goal of ‘raising the bar’ on the content people consume in their everyday lives (the “**Event**”).
- B. Each venue will host two (2) – one (1) speaker at 6.30pm and one (1) speaker at 8.00pm as part of the Event (the “**Session**”).
- C. The Venue will host a Session of the Event at its Premises.

TERMS

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. Council Obligations

- 1.1. The Council is responsible for organising the Event as a whole, allocating speakers to Venues, taking registrations from attendees for the Session, and organising and emceeing the Session at the Premises.
- 1.2. The Council will name the Venue in relevant marketing and promotional materials published prior to the Event.
- 1.3. The Council may use the Venue’s logo on the sponsor page for the Event on the Council website and in materials sent out to attendees regarding the Event or the particular Sessions taking place at the Premises.

2. Venue Obligations

- 2.1 The Venue will allow Council staff/volunteers, guest speakers and attendees of the Event to use the Premises (or a designated space or room within it) for the duration of the Session for the purposes of the Event at no cost to the Council.

- 2.2 The Venue is only permitted to publish marketing and promotional materials relating to the Event (including, without limitation, website content, social media posts and flyers) that are supplied and approved by the Council and comply with the Event branding requirements (to be determined by the Council in its absolute discretion).
- 2.3 Council staff/volunteers will be permitted access to the Premises for two (2) hours before and after the Session for the purposes of setting up and packing down the Event, or as otherwise agreed between the parties, noting that the Venue will be responsible (at its cost) for any cleaning of the Premises after the Event.
- 2.4 The Venue will, at its cost, allow the Council to use the Venue's facilities and A/V equipment at the Premises for the purposes of the Event, including but not restricted to the Venue's sound system, seating and electricity, or as otherwise agreed between the parties.
- 2.5 The Council will be permitted by the Venue to set-up additional required equipment at the Premises for the purposes of the Event, including but not restricted to speakers and podcasting equipment.
- 2.6 The Venue will allow access to its Premises for attendees admitted by the Council until the Premises has reached full capacity in compliance with the Venue's liquor licensing requirements and relevant conditions of any development approval relating to the Premises.
- 2.7 The Venue will minimize distractions during the Session, including excessive noise or disturbance from other patrons at the Premises, and not playing music within the Premises or within the designated space or room for the Session.
- 2.8 The Venue will allow the Council to place and handout any promotional and branding materials relating to the Event in the Premises during the Session.
- 2.9 The Venue is responsible for the service of food and beverages to attendees of the Session at the Premises.
- 2.10 The Venue will retain all proceeds from the sale of food and beverages at the Session.
- 2.11 The Venue will kindly supply the Event speakers with complimentary non-alcoholic drinks for the Session, or as otherwise agreed between the parties.
- 2.12 The Venue is responsible for ensuring compliance with all relevant liquor licensing, planning, work health and safety, and other legislative requirements at the Premises in respect of hosting the Session.
- 2.13 The Venue must hold and keep current public liability insurance in respect of the Premises for at least the amount of \$20,000,000.00 for each claim, and any other insurances required by any statutory requirement or which the Council reasonably requires, and must provide the Council with certificates evidencing the currency of each policy upon request.
- 2.14 The Venue acknowledges and agrees to host the Event at its Premises at its own risk in all respects.

3. Indemnity

- 3.1 The Venue shall indemnify and release the Council, its employees, agents and servants from and against all actions, liabilities, claims or demands, which may be brought or made against any of them arising out of or in relation to the conduct of the Event or this Agreement, including loss of or damage to property of the Venue, its employees, agents, contractors or assigns, and any personal injury to the Venue's officers, directors, employees, agents, contractors and/or invitees, and releases the Council from all such actions, liabilities, penalties, claims or demands except to the extent caused or contributed to by the negligence or default of the Council.
- 3.2 Each indemnity is independent from the Venue's other obligations and continues during this Agreement and after this Agreement ends.

4. Limitation of Liability

In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

5. Cancellation

5.1 This Agreement will commence on the Effective Date and will come to an end on the earlier of one (1) working day after the conclusion of the Event, or the cancellation of the Agreement by either party as permitted under this Agreement.

5.2 Either party may cancel this Agreement for any reason with minimum notice of three (3) working days' prior to the Event in writing to the other party, and the Agreement shall come to an end on the date specified in that notice.

6. Co-operation and Good Faith

The parties agree that they will co-operate with each other and at all times act in good faith in respect of the arrangements contemplated in this Agreement.

7. Entire Agreement

The parties acknowledge and agree that this Agreement constitutes the entire Agreement between the parties with respect to the Event and that no promises, representations or undertakings, other than those contained in this Agreement, were made or given or relied upon.

8. Representations

Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.

EXECUTED as an AGREEMENT

The Venue

The Council

Executed for and on behalf of the Venue by:

Executed for and on behalf of **CITY OF NORWOOD PAYNEHAM & ST PETERS** under delegated authority by:

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Signature

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Signature

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Full name

.....
Full name

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Position held

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Position held

.....
Date

.....
Date