



Contract of Services and Venue Hire

PARTIES

Agreement Between:

The Venue:

At The Turning Point (Pty) Ltd 2024/ 167427/07 ("The Venue") of 9 Clifford Road, Chancliff, Krugersdorp.
Name of representative/ contact: Deirdre (*dsteyn2206@gmail.com*) or Bianca (*bianca@atturningpoint.co.za*) Contact Number: +27 60 235-3509 (WhatsApp available)

The Hirer Details:

Full Names: _____ ("The Guest/Hirer) ID nr: _____
with (residential address) _____.

Cell nr: _____.

(work place details) _____

Tel nr: _____ Email: _____

Name of Hosts (if relevant) Bride: _____ Cell nr: _____

Groom: _____ Cell nr: _____

HIRE DETAILS

Project Name: _____ (Please help us prepare) for ("The Project")

Engagement | Wedding | Photoshoot | Family Gathering | Elopement |

Date Night | Picnic | Sports activity | Public talk | Musical Performance |

Visual art | Party's | Walks or Parades | Other _____ |

Hire Date: _____ Day: _____ Time Commencing: ____ h ____.

Hire Period: _____ (Hours) , (Time expected to depart from the venue) ____ h ____.

Maximum number of persons attending your event: _____ pax?

Project times if required for more than one day : Hire Period: _____ days?

Date from: _____ Day: _____ Time Commencing: ____ h ____

to

Date from: _____ Day: _____ Time Finishing: ____ h ____

Interval: Yes / No) Times: ____ h ____ to ____ h ____ ; ____ h ____ to ____ h ____ ; ____ h ____ to ____ h ____

Is additional time required for setup or access for bump-in/ tech work: Yes / No _____ h_____

Access restrictions: (Insert any general access restriction including noise, spaces, etc.)

Additional requirements needed from the venue: At The Turning Point – This will be relevant to the Venue requirement as well as setup etc)

Please give us a more informed idea of what you require in an attached e-mail.

Do you need any of our other service providers to assist you:

- The Lounge – Cash bar and Beverage Provider Yes / No
- HolisticCare – Holistic Health and Wellbeing Yes / No
- Koskraal – Catering and Warm Beverage Services Yes / No
- Artistic Edge – Graphics and Stationery Yes / No
- DJ Services - DJ, Host, Equipment and Lighting Yes / No
- Rock'a'tonic – Cocktail bar and Welcome drinks Yes / No
- Hair@The Turning Point – Hairdressing services Yes / No
- Black Orchid – Events coordinating, flowers and décor service Yes / No
- Kidz Galore – Entertainment Services for Children Yes / No
- Marriage Officer – Marisa (Non-denominational) Yes / No

Please give us an idea of what you require in an attached e-mail

Additional requirements needed from the venue: Caterer - Koskraal

Menu Number Chosen - _____ Pax: _____.

Dietary Requirements -

FEES

Deposit: xx (Insert deposit amount, specify whether it is refundable or not and on what date it is due. Make sure you reflect the exclusive of GST amount eg. Rxx.xx ex. GST)

Security Bond: xx (When applicable, insert the security bond amount).

Space Hire Charges: xx (Insert space hire charges minus the deposit amount, if applicable. Specify whether it is refundable or not and on what date it is due. Make sure you reflect the exclusive of GST amount eg. \$xx.xx ex. GST).

Technical Services: xx (insert the number of hours of technical support received as part of the venue agreement at no additional cost and any conditions in the use of these hours – times of day, etc.) amount of technical hours will be provided as part of the venue hire agreement at no additional cost. The up-to-date technical specifications for the venue including an inventory of all function equipment will be sent to the producer before signing this contract. All equipment provided by the Venue and the Producer is to be in working order and have been tested and tagged as per industry regulations.

Technician Charges: xx (List all technical charges additional to the space hire charges, the rates and in what circumstances they are liable).

Booking fees: xx (Insert all booking fees/ charges exclusive of GST that are applicable through the venue and any other ticketing outlets such as Halftix. Ensure bookings fees for complimentary tickets are also specified, if applicable)

Staffing fees (per staff member): xx (Insert all staff fees itemised per role and noting the hourly rate)

Additional fees: xx (Insert any additional fees on public holidays, Sundays, etc.)

Other Charges: xx (Insert any other charges other than those specified above, this may include fees for damage of space, etc.)

Insurance: Hirer to provide copy of relevant certificate of currency for Public Liability Insurance for \$xx (insert amount) million coverage

SPECIAL CONDITIONS

Additional performances are to be scheduled in consultation with venue management.

TICKETING DETAILS

It is agreed the Producer will be responsible for all ticketing requirements associated with the Season and any costs thereof, unless otherwise agreed.

Net Box Office Receipts

It is agreed the Venue will retain xx% (insert the percentage if any retained by the venue) of Net Box Office Receipts for the Season. The Producer will retain the other xx% (insert the percentage retained by the producer) of Net Box Office Receipts.

Net Box Office Receipts means the total revenue received by the Venue in relation to the Project derived from the sale of tickets for the Season, or other means of paid admission, less only ticketing charges.

Cancellation of the Project

(Insert cancellation policy agreed between the Producer and Venue)

GENERAL CONDITIONS

Merchandise

The Producer shall have the right to sell programs and merchandising at all events during the Season and shall retain all income from such sales as long as written permission has been acquired by the Venue.

Title, Billing and Credits

The Project shall be billed as xx (insert the correct billing for the project as per your licensing agreement, if applicable) for eg. Title presented by Company as part of Midsummer Festival 2018.

Filming

No photographs or recording of any kind are to be taken of the performances by the Venue without permission from the Producer.

Both parties warrant that they will each meet their respective licensing requirements for filming and road casting i.e. the Producer shall meet its licensing requirements with respect to the Venue and all other requirements shall be met by the Venue.

Risk Assessment

The Producer will provide a thorough and detailed Risk Assessment of the Project prior to bump in.

Termination

If either party shall fail to perform any of its respective obligations hereunder the other party may terminate this agreement forthwith upon 72 hours notice in writing to the other party and the party so terminating the agreement shall thereafter be relieved of its obligations hereunder, without prejudice to any rights to seek damages or other such redress as it may have at law.

Mediation

This agreement shall be construed according to the laws of the State of Victoria and all claims and disputes arising in relation here to shall be referred to an agreed dispute resolution body. Should parties be unable to resolve the dispute or claim in good faith via mediation, the matter(s) shall be submitted and determined under and pursuant to the laws of the State of Victoria. If a dispute arises out of this contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

Liabilities

Nothing in this agreement shall be interpreted as constituting a partnership between the parties or shall render them liable to or for debts and/or liabilities of the other.

Force Majeure

In the event that the engagement or any substantial part thereof is rendered impossible by reason of flood, earthquake, war or civil strife, hurricane, industrial disturbance, strike, fire, lockout, epidemic, or other acts of God, or any law, order, decree or regulation of any Government authority or for any reason of a similar or dissimilar nature beyond the control of the parties, it is understood and agreed that this agreement shall terminate and there shall be no claim for damages by either party against the other except claims arising from negligence of the parties, their servants or agents.

Sponsorship

The Producer and the Venue shall each have the right to acknowledge sponsors on all printed material and through signage at venues and shall mutually agree in writing the extent and details of such sponsorship arrangements.

Occupational Health and Safety

Both parties will comply with health and safety policies and procedures that apply to the Venue and to the safe delivery of the Project. Both parties will ensure that its respective employees, contractors, performers, agents or invitees working or otherwise entering the Venue during the term of this Agreement acts in accordance with and at all times complies with the Venue's "house rules" and all policies and procedures regarding health and safety, including but not limited to evacuation procedures, maximum number of persons at the Premises etc.. Either party will immediately notify the each other of any hazards which the they observes or become aware of at the Venue.

A safe and harmonious workplace will be maintained at all times reflecting the highest standards of professional conducts for all parties that are engaged in any capacity on behalf of the Venue. All parties are expected to be courteous and respectful and shall abide by the fair work code of conduct as is stipulated by the Fair Work Commission. Any breach of this code of conduct must be reported to the Venue or Producer. Both parties promotes open lines of communication.

SIGNED BY

Insert Name (Producer) _____ Date _____

Insert Name (Venue) _____ Date _____