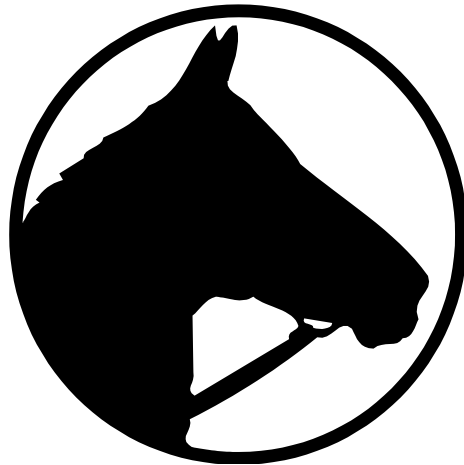


# **Brookfield Horse & Pony Club Inc**



## **Agreement for 'One off' Hire and Use of Arena**

**Brookfield Horse & Pony Club Inc  
Brookfield Showgrounds  
Brookfield Road  
(PO Box 61, Kenmore 4069)  
BROOKFIELD QLD 4069**

**RECITALS:**

Brookfield Horse & Pony Club Inc (“the Club”) is the Lessee from the Brisbane City Council of the premises described in Schedule 1 (“the premises”).

**IT IS AGREED**

The Club will hire the premises to the Hirer named in the Hire terms for the Hire Period on the terms and conditions set out in this agreement which incorporates the attached Standard Conditions of Hire and Hire Terms (“the Hire Agreement”) and the Hirer shall hire the premises in accordance with the Hire Agreement.

**WARNING: This is a legal document that affects your rights. If you do not understand it, consult a lawyer before signing it.**

This agreement must be signed by all persons who are not a member Brookfield Horse & Pony Club Inc (for persons under 18, a parent or guardian must sign) and who wish to use the Arena.

I certify that I am 18 years of age or older and I have read this document and fully understand it and agree to abide by the Hire Agreement.

Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date

**For participants under 18 years of age\***

As parent or guardian of the user have read this document and fully understand and agree to abide by the Hire Agreement for myself and on behalf of my child I indemnify and will keep indemnified BHPC and all other people referred to in accordance with the Hire Agreement.

.....  
Parent/Guardian Signature Date

Full Name: .....

Address: .....

\*Separate agreement for hire to be signed by parent/guardian of each participant under 18 years of age



**ARENA STANDARD CONDITIONS OF HIRE: EXCLUSIVE USE**

**1. SCOPE OF HIRE TERMS**

- 1.1 The Hirer is a Bailee only and does not acquire any proprietary interest in the Premises or any equipment hired.
- 1.2 The Club has the right to terminate the Agreement and seek damages from the Hirer if damage occurs to the premises through the use of the arena by the Hirer.
- 1.3 The use of the premises by the Hirer will be exclusive only for the period booked as shown on the schedule.
- 1.4 Without limitation the term **Hirer** includes anyone who signs the Hire form, or who is described in the Schedule as the Hirer or who uses the premises before, during or after the Hire Period described in the Schedule directly or indirectly as a result of the hire event described in the Schedule .

**2. THE PREMISES**

- 2.1 The Hirer warrants that it has relied on its own investigations and enquiries regarding the premises and has satisfied itself as to the suitability, safety and condition of the premises for the purpose for which it is intended by the Hirer.
- 2.2 The Hirer acknowledges that equestrian activities including training involve a real risk of injury, possibly serious. This includes injuries related to or resulting from pre-existing disabilities or medical conditions.
- 2.3 The Hirer shall, at its cost, ensure that at all times during the Hire Period the premises are:
- (a) used in a skillful, responsible, proper and reputable manner;
  - (b) used only for the purpose for which it was designed;
  - (c) used only for equestrian training purposes; and
  - (d) used in accordance with the terms imposed under the lease from the Brisbane City Council of the premises (a copy of which is available upon request).
- 2.4 Title and all rights to the premises throughout the Hire Period remains with the Club and the Hirer is not granted any right to otherwise deal with the premises.
- 2.5 The Hirer must not assign or purport to dispose or otherwise deal with the Hirer's rights under the Agreement Terms without the prior written consent of The Club which may be conditional.

**3. THE HIRE PERIOD**

- 3.1 The Club shall hire the premises to the Hirer for the Hire Period.
- 3.2 The Hire Agreement may be terminated at any time at the absolute discretion of the Club.
- 3.3 If the Hirer:
- (a) fails (in any way) to comply with the Hire Agreement and such failure is not remedied forthwith; or
  - (b) performs any act or any omission that may prejudice, adversely affect, hinder or jeopardises the Club's title and rights in or to the premises;
  - (c) uses the premises in a way that affects the use and enjoyment of the premises by another user, the Club or its officers or appointed nominee(s) may, in its or their absolute discretion, without any liability to the Hirer, terminate any Hire Period immediately.

**4. PAYMENT**

- 4.1 The Hirer shall pay the Club an amount for the hire of the premises calculated in accordance with the Rate.
- 4.2 The obligation to pay the Hire Rate for the Hire Period shall continue notwithstanding any weather conditions preventing use or cancellation of events or any other difficulties encountered, for which the Club is not at fault involving the premises.
- 4.3 Unless otherwise stated, all prices and other sums payable under the Hire Agreement include all applicable GST.

**5. ARENA ACCESS**

- 5.1 Upon receipt of payment, the Hirer will be given the current access code for the Hirer's personal use only.
- 5.2 At no time may the Hirer divulge the access code to any other person.

## **6. INDEMNITY**

- 6.1 Notwithstanding whether the Hirer has effected insurance in respect thereof, the Hirer shall hold harmless, indemnify and must keep indemnified the Club, its employees, servants, officers and agents against any legal liability, cost, expense, loss, damage or claim threatened, suffered or incurred by or against the Club, its employees, servants, officers or agents howsoever arising directly or indirectly as a result of personal injury or death, or loss of or damage to any property arising from:
- (a) the use, hire or possession of the hired premises; or
  - (b) any claim made or threatened against the Club by any person in relation to the Hire Agreement or the use, transportation, hire or possession of the premises and any equipment by the Hirer.
- 6.2 The Club shall not be liable under any circumstances (including without limitation for any breach of contract, negligence or any other conduct) for any direct, indirect, economic, special or consequential loss or damage of any nature whatsoever howsoever arising from or related to the Hire Agreement.
- 6.3 Any conflict, inconsistency or apparent contradiction between any terms of the Hire Agreement shall be resolved at the Club's absolute discretion.
- 6.4 By using the arena, the Hirer accepts all risks necessarily flowing from his or her use of the arena which could result in loss of life, or temporary or permanent injury to either the Hirer or the Hirer's horse or pony.
- 6.5 The Hirer acknowledges that any insurance cover effected for members of BHPC does not cover the Hirer for any or all injury, loss or damage sustained by a horse or pony.
- 6.6 Animals are ridden by the Hirer at his or her own risk. BHPC is not responsible for injury, loss or damage resulting from animal behaviour (including behaviour caused by the presence of other animals or users).

## **7. EARLIER AGREEMENTS**

The parties agree that this Agreement supersedes and replaces any earlier agreement which may have been in place between them.