

YOUNG PEOPLE'S THEATRE

NEWCASTLE INC.

Y14406-42

Conditions of Hire Agreement between Young People's Theatre, Newcastle, Incorporated ("YPT") and The Hirer

Booking Procedure

People applying to hire the Theatre must, at the time of making initial application, provide a permanent address to which communications may be sent. Bookings are tentative until the Theatre Manager has received a signed copy of the Conditions of Hire Agreement together with payment of the required deposit, Booking Form, full particulars of the Hirer and other actions as specified within this and the supporting Schedule.

Return of a countersigned Agreement and deposit receipt from YPT provides formal acceptance of the Hire Agreement. YPT shall endeavour not to displace a tentative booking without consulting you, or advising you in writing at your last known address.

Cancellation

Any cancellation after confirmation of this agreement or part thereof, will result in forfeiture of the total deposit value and any other costs incurred.

Access & Clearance

Access & Clearance shall be agreed and stated within the Conditions of Hire Agreement. In the event of any performance or use continuing beyond these times, the Hirer shall pay to YPT such sum or sums as is specified in the Venue Rental Schedule. The keys of the building shall be kept by the Theatre Manager or nominated officer.

Subletting

The Hirer may not sublet the venue or any part thereof.

Deposit & Balance

On the signing of this Conditions of Hire Agreement and receipt of the deposit invoice, the sum shall be payable to secure confirmation of this document.

The balance of the account as invoiced by YPT shall be payable within 7 (seven) days of the completion of hire.

Currency of Rate

The charges outlined in the Venue Rental Agreement are current as of 31 December 2005. There is no GST included in the charges. GST charges will be itemized separately on the invoice.

Insurance

The Hirer must provide proof of currency of Public Liability Insurance of \$10 million before access.

Furniture & Equipment

At the conclusion of the hire period, the Hirer is accountable for the placement of all furniture and equipment as it was at the beginning of the hire period. The Hirer is accountable for all damages and breakages.

At the conclusion of the hire period, the Hirer shall be responsible for removing any furniture, equipment items or decorations introduced to the venue at that time, unless alternative arrangement have been made with YPT Management.

Smoking

Smoking is not permitted in any part of the property. The Hirer is liable for any damages or costs should any person smoke within the venue.

Noise Levels

Noise levels are restricted to a maximum of 100 decibels within the venue, or less if determined by YPT Management prior to signing the Agreement. The Hirer should be aware that a curfew of 11.00p.m. applies for productions and associated noise of patrons leaving the theatre into surrounding residential area. This must be respected by the Hirer.

Parking

On street parking is available in Lindsay and Lawson Streets and surrounding areas. Local residents' rights must be observed at all times.

Fire alarms

The Hirer is liable for any charges incurred due to the activation of the fire alarm by "False Alarm" during the hire period.

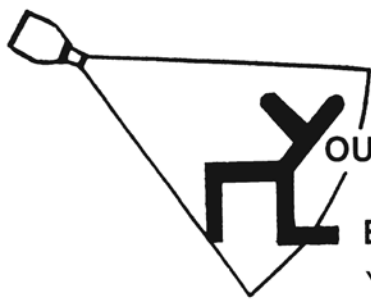
Evacuation Procedure

The Hirer and all associated personnel should familiarize themselves with the venue Evacuation Procedures on display in the Theatre. An evacuation drill should be conducted prior to the first performance. If the Hirer or any personnel are unsure of any part of the procedure they should contact the Theatre Manager or nominated officer immediately.

The Hirer

- a) must have one person present and responsible for the Hirer's activities within the Theatre. This person must be inducted by the Theatre Manager in all areas of safety, security and operational matters and be approved by YPT Management.
- b) must provide their own Stage Door and Front of House Security whilst occupying the venue.
- c) shall make no alterations to the structure, fittings, decorations or furnishings of the buildings without previous written permission of the YPT Management and shall after each performance or user leave the structure, fittings, decorations or furnishings of the buildings in as good a condition as they in before any permitted alteration to the satisfaction of YPT Management.

Any damages or costs associated with alterations or other activities shall be made right, with the full cost met by the Hirer, to the satisfaction of YPT Management.
- d) shall not introduce, display, attach or suspend any equipment, fittings or furniture without the previous written permission from YPT Management.



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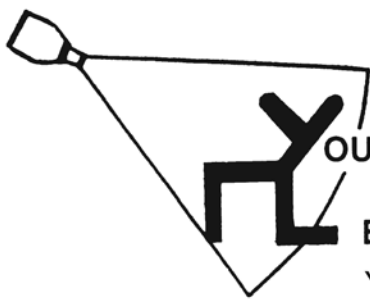
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and The Hirer**

- e) shall maintain to the satisfaction of YPT Management all scenery, curtains and properties used in connection with the said performances or users.
- f) shall pay the cost of any special electrical equipment installation or fittings which may be required for the purpose of the Hirer's performances or users, and shall obtain written permission prior to any such work from YPT Management.
- g) shall permit the YPT Theatre Manager or nominated deputy to visit at any time all parts of the premises.
- h) shall insert in a prominent position on any poster, advertisements, prospectus or program in connection with the performance or users:
 - a. the words "Young People's Theatre" or other such titles as the YPT Management may from time to time require.
 - b. the name of the organization/contact responsible for the management of the performance or use.
- i) shall not permit anything to be said or done in or about the premises or in any other buildings which is subversive of public law and order or calculated to lead to a breach of the peace or which may injure or tend to injure the reputation of the Buildings, YPT or the Management.
- j) shall admit to the premises such Police Officers or such other officials as the Theatre Manager or nominated deputy may in the circumstances consider advisable.
- k) shall not bring onto the premises or into the Theatre any offensive material or objects as are defined under the Dangerous Goods Act 1999 NSW and the Regulations thereunder including inflammable material or explosives and in this regard in the event that the Hirer wishes to use a smoke making machine, the Hirer shall provide full particulars of the make of the machine and the gaseous emission and obtain written permission from YPT Management prior to use.
- l) shall not allow Tap Dancing upon the stage without laying down appropriate flooring.
- m) shall be responsible for all payments to YPT in respect of all staff as are deemed necessary and provided by YPT to allow for the smooth operation of the performance or user and shall be responsible for such payment at such rates as are from time to time determined by YPT.
- n) shall ensure that the Hirer operates within the current fire, health and safety (including occupational safety) regulations applicable in the State of New South Wales.
- o) shall understand that YPT is a venue where children attend from time to time and the Hirer warrants for itself, its servants, agents, employees or members or any of them are not prohibited persons found guilty of a serious sexual offence and/or a registrable offence under the Child Protection (Offenders) Registration Act 2000 NSW and the Hirer understands that under the Child Protection (Prohibited Employment) Act 1998 NSW a person who has been found guilty of certain offences is not allowed to apply for, undertake or remain in their employment. Such a person is known as a prohibited person. The Hirer understands that child related employment is employment which involves direct contact with children where that contact is not supervised and includes both paid and unpaid work, including volunteers.

YPT directs the Hirer to The Commission for Children and Young People, for the purpose of making further enquiries deemed necessary by the Hirer.



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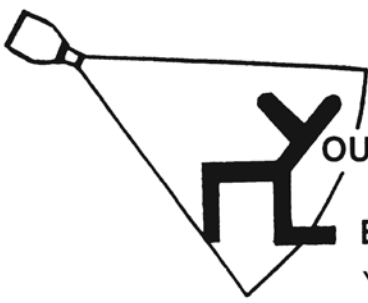
Conditions of Hire Agreement between Young People's Theatre, Newcastle, Incorporated ("YPT") and The Hirer

The Commission for Children and Young People
Level 2, 407 Elizabeth Street,
Surrey Hills 2010,

Phone: (02) 9286 7221

Young People's Theatre Newcastle Inc (YPT)

- a) shall provide such staff, equipment and services as are specified at the full cost to the Hirer, or as included within the Venue Rental as determined within the Venue Rental Schedule.
- b) the Theatre Manager or nominated officer will be present in the venue during the hire period, at the specified starting time of use or usually one hour before the performance is due to begin, through until the building is vacated at the conclusion of the performance or use.
- c) shall reserve the right to revise fees and charges from time to time as may be found necessary.
- d) shall have complete supervision and control over admission of the public, and the Hirer or its representative shall act under the Theatre Manager's or nominated deputy's direction.
- e) shall have the right to refuse admission to any person not surrendering a ticket provided or approved by YPT.
- f) shall not be responsible for the loss or damage to any article of any kind brought to or left in the building.
- g) passes advice on our Forthcoming Events on to other organizations for Public Information purposes. Unless the Hirer advises us otherwise, by signing this agreement has agreed for YPT to pass on information about the booking.



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Theatre Hire Agreement & Booking Form

Hire Period: Use/Dates

Use	Date	Use	Date
Bump In			
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	

I have read the Conditions of this Hire Agreement. I agree to be bound by the said conditions on behalf of the Hirer who accepts the responsibilities contained in this agreement.

Full Name of Individual or Organisation _____

ABN _____

Address for Service _____

Post Code _____

Phone _____ Fax _____

Email address _____

Date of Application _____ Contact Name _____

SIGNED for & on behalf of the Hirer _____

in the presence of _____

Date of Acceptance of Hire Agreement _____

SIGNED for & on behalf of Young

People's Theatre Newcastle Inc _____

in the presence of _____