



Wilby Motorsports Park

CIRCUIT HIRE APPLICATION FORM

Hirer:			
Postal Address:		State:	
		Post code:	
Street Address:		State:	
		Post Code:	
ABN:		ACN:	
Contact Name:		Contact Number:	
Contact Email:			
Booking Details			
Event Type/purpose			
Start Date:		Time:	
Finish Date:		Time:	
Authorised Signatories:	President:		Date:
	Secretary		Date:
Agreed Hire Fee:		\$	
Bond:		\$	

The hirer acknowledges it agrees to the attached Hire Agreement Terms and has read and acknowledges the release and waiver of liability; risk and indemnity agreement (Annexure A).

The hirer agrees that they fully, understand the terms of the Hire Agreements and acknowledges and understands that it has given up substantial rights by accepting these Terms.

The Hirer acknowledges that they will accept the hiring terms freely and voluntarily without any inducement, assurance or guarantee being made to it and intends for this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Hiring Agreement Terms

1. AGREEMENT

This Hire Agreement is between **Albury- Wodonga & Districts Car Club** (the "Owner") (ABN: 30 235 970 904) and the "Hirer" as nominated in the Circuit Hire Application Form.

In consideration of the Owner permitting the Hirer to utilise the Wilby Motorsports Park (WMP) for the hire period, and the stated purpose, the Hirer agrees to:

- a. Accept the terms of this Agreement and to waive all liability to the Hirer in accordance with Annexure A
- b. Pay all fees in accordance with the nominated fee schedule (Annexure B)

2. HIRE FEES

The Hire Fee shall be paid as follows:

- a. The invoice for the Hire Fee (and any applicable bond payment) **MUST** be paid not later than 30 days prior to the commencement of the hire period.
- b. If the Agreement is terminated by the Hirer within 30 days of the commencement of the hire period, the Hirer will not be eligible for any refund, unless the termination is because of a Force Majeure.

3. TERMINATION OF AGREEMENT

This Agreement may be terminated If the Hirer:

- a. fails to observe and perform any of the Agreements and conditions contained in this Agreement; or
- b. is a corporation or incorporated association having a petition or resolution for winding up presented against it or is threatened; or
- c. in the opinion of the Owner it is necessary to bring activities to an end for the safety and protection of persons or property in or about the circuit then the Owner may, without notice, terminate this Agreement and in any such event the Hirer shall not be entitled to any refund of the hire fee or deposit, and shall remain liable for any expenses incurred by the Owner without prejudice to any of Owner's rights or remedies under this Agreement.

The Owners reserve the right to terminate this Agreement at any time should the facility require maintenance that may render the facility unusable for the purpose of the Agreement.

4. CONDUCT AND SUPERVISION OF ACIVITIES

The Hirer agrees:

- a. That the Hirer, its agents, or employees has inspected the Wilby Motorsports Park (W M P) and surrounding premises prior to the commencement of the hire period and is satisfied that the WMP is safe and in good working order and condition and suitable in all respects for the purposes of the Hirer.
- b. To take due and proper care of the WMP and keep the WMP in good working order, condition, and repair (fair wear and tear or act of God excepted) always during the hire period. At the conclusion of the hire period, the Hirer shall ensure that the WMP is in such good working order, condition, and repair.
- c. To repair, maintain and rectify the WMP so that it is in good working order, condition, and repair (defects of a structural nature, damage by fair wear and tear or act of God excepted). Such maintenance shall not be completed by any person not authorised by the Owner and shall be completed to the satisfaction of the Owner.
- d. To notify the Owner in writing of any damage caused to the WMP during the duration of the hire period.
- e. If the Hirer fails to comply with Clause 6(b), (c), or (d) the Owner shall remedy the breach and the Hirer shall pay upon demand the cost of rectification of the said breach.
- f. To pay for the replacement of any WMP consumables and/or equipment used, lost or damaged during the hire period.

- g. That the Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Annexure A) shall form part of this Agreement and the Hirer agrees to be bound by the terms and conditions of the said Indemnity and Release.
- h. To provide appropriate rescue, safety, first aid, and other personnel for the hire period.
- i. To provide a satisfactory Traffic Management Plan to the Owner 14 days prior to conduct of any public event.
- j. The Owner reserves the right to act at law including the right to sue for damages for any breach of this Agreement and the Hirer agrees to pay all legal costs incurred by the Owner in taking such action.
- k. Any Notice requiring to be served shall be sufficiently served if forwarded by post or left at the address shown herein.

5. INSURANCE

Public Liability Insurance is required for **all On-track activities**. The Hirer must arrange the suitable permit (insurance) from our preferred providers (e.g., AASA, MA).

Public and Products insurance is required for **all Off-track Activities**- (e.g., Pits, garages, other facilities)

- a. The Hirer will provide Public and Products Liability Insurance cover to the value of \$AUD20,000,000 together with Personal Accident Insurance.
- b. Contractors who are working on the circuit shall be registered with WorkCover Victoria and provide proof of such registration 30 days prior to the commencement of activities or shall provide proof of insurance of its personnel as the Owner may require.
- c. The Hirer must provide a Certificate of Currency for Contractors to the satisfaction of the Owner evidencing the insurance coverage referred to in Clause 4 (b) no later than 7 days prior to the Circuit Hire date.

6. USE OF FACILITY

The Hirer agrees to:

- a. Restrict the hours of use of the WMP to 9.00am to 4.30pm.
- b. Ensure that the WMP is kept clean and tidy, and all litter is placed in the bins provided.
- c. Remove disused or leftover tyres from the premises, the Hirer will be charged \$50 per tyre inadvertently or illegally left at WMP.
- d. Ensure that all appropriate regulatory authorities' requirements are met, including EPA Noise and Emissions requirements.
- e. Enforce the requirement that all vehicles are fitted with an effective exhaust muffler and that the noise emitted from any vehicle does not exceed 95dB(A) measured at a designated point 30 metres from the WMP track edge.
- f. If this hire period falls on dates between 1 December and 1 April of any year notify the Regional Officer, Country Fire Authority of the date and number of people attending the WMP.
- g. Ensure the orderly, proper and safety of all activities conducted at the WMP during the hire period.
- h. Ensure that all persons remain behind the protective barriers provided while any activity is taking place on the track.
- i. Ensure that all persons have vacated the WMP by 6.30pm in the evening on each day of the hire period. (Camping is not permitted on site).
- j. Not assign, sublet, or otherwise dispose of, or in any way part with possession or grant any licence to use the WMP or any part or parts thereof.

7. CIRCUIT ADVERTISING

WMP has Contracts in place with various companies for signage, building and corner naming rights on the property. These contracts must be recognised by the Hirer when publishing programmes, using radio or television broadcasting or public address and internet facilities or the like.

8. CLUBROOMS

The Clubrooms is not included as part of this Circuit Hire. A separate contract outlining special conditions for its hire must be put in place if this facility is required for any activity.

9. PASSENGERS

Passengers are NOT permitted in vehicles unless specifically permitted and noted on the Event Permit. If permitted, such passengers must sign a waiver.

10. CAMPING

Camping is NOT permitted at the WMP. Staying overnight in marquees, transporters, campervans etc. is NOT permitted within the boundaries of the WMP.

11. CONFIGURATION OF CIRCUIT

- a. The track licence permits competition to take place in an anti-clockwise direction. Participating vehicles are NOT permitted to be driven in any other direction on the circuit.
- b. The Hirer is not permitted to change the location of the scrutineering bay, Parc Fermé etc. without the permission of the Owner.

12. INTELLECTUAL PROPERTY

The Hirer agrees that all the following rights shall be retained by the Owner unless otherwise agreed in writing:

- a. Television broadcasting and internet rights (defined to include, but not limited to, a service that delivers television programs, radio programs, data; and
- b. virtual imaging, services that makes programs available on demand on a point-to-point basis, dial up services transmitted by internet or otherwise, or a service that the Owner determines to fall within this definition.

13. OCCUPATIONAL HEALTH AND SAFETY

The Hirer must comply with the Occupational Health and Safety Act (2004) and associated Legislation including the Dangerous Goods Act (1985).

The Hirer agrees that all activities shall be confined to the area set aside for motor sports by the Owner and the Hirer shall not intrude on any area not approved by the Owner.

ANNEXURE A

RELEASE AND WAIVER OF LIABILITY; RISK AND INDEMNITY AGREEMENT

1. Definitions:

In this release, waiver of liability, assumption of risk and indemnity Agreement, the following definitions apply:

“Event(s)” means any motor sport event arranged, promoted, or conducted by the Hirer, or requires the participation of the Hirer, or some other related activity conducted at the wmp.

“Releasees” means:

- a. The Owner, Wilby Motorsport Park Board, and any promoters, participants, racing associations, sanctioning organisations, or any subdivision thereof,
- b. Moira Shire Council, Wilby Recreation Reserve Committee, adjacent landowners, track operators, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises, used to conduct the event(s),
- c. Premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Events.
- d. Each of the above persons mentioned in (i), (ii) and (iii) and their Directors, officers, agents, and employees.

“Restricted area(s)” means any area requiring special authorisation, credentials, or permission to enter any area to which admission by the public is restricted or prohibited in accordance with the wilby motorsport park pass system.

2. The Hirer has the benefit of conditions and warranties and other rights implied by law which cannot be excluded by Agreement. Nothing in this Agreement shall be taken to limit in any way the benefit of those conditions, warranties, and rights. However, where under such a law the Owner is permitted to limit its liability in respect of such implied conditions, warranties or rights, the Owner hereby limits its liability to the minimum possible under that law.
3. Subject to that clause 2 of this release, waiver of liability, assumption of risk and indemnity Agreement if applicable and in consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the event(s) or being permitted to enter for any purpose any restricted area the Hirer:
 - a. Is permitted by the laws of the state/territory in which the event(s) is/are conducted and that if any portion hereby releases, waives, discharges the Releasees from all liability to the Hirer and its members on account of injury or death to the person or damage to property arising out of or related to the event(s), whether caused by the negligence or breach of contract of the Releasees or otherwise.
 - b. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss,
 - c. Liability, damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence or breach of contract of the Releasees or otherwise.
 - d. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whether caused by the negligence or breach of contract of Releasees or otherwise.
 - e. Hereby acknowledges that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Hirer also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures performed by the Releasees.
 - f. Acknowledges, agrees and represents that he/she/they enters, and he/she/they further agrees and warrants that, if at any time, he/she/they is in or about restricted areas and he/she/they feels anything to be unsafe, he/she/they will immediately advise the officials of such and will leave the restricted areas and/or refuse to participate further in the event(s).
 - g. Hereby assumes full responsibility for the preparation and safety of the vehicles to be used in the event(s) and further undertakes to ensure an assurance that each vehicle has been checked for safety and is in a condition fit to be used for motor racing prior to the hire period.
 - h. Hereby agrees that this release and waiver of liability, assumption of risk and indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Hirer acknowledges it has read this release and waiver of liability, risk, and Indemnity Agreement.

The Hirer fully acknowledges that it understands the terms of this Agreement and understands that it has given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to it and intend for this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Authorised Person:

Name:

Title:

Date:

ANNEXURE B:

Schedule of fees:

Item	Fee
Damage Bond	N/A
Clubroom Hire	N/A

Track Hire (Period)	Fee:
Weekday (Monday – Thursday)	\$600
Weekday (Friday)	\$900
Public Holiday	\$1200
Weekend (one day)	\$1200
Weekend (two days)	\$1800

Equipment Hire	Fee
Circuit timing (including Dorian hire) per day	\$1200
Drag Timing (per day)	\$1500
Timing operator – facilitator (per person/day)	\$300