

Application to Video



the besen centre

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Preamble

For the purposes of this agreement Management shall mean Theatre Management Services Pty Ltd and Recording Company shall mean the business that is to sign this document to facilitate admittance for the purpose of recording. Please note that the company name on the Certificate of Currency that you return with this agreement must be current and bare the same organisational name as the company signing this agreement.

Please ensure that all pages are initialled where indicated and that the last page is completed and signed. Should any fields on the last page marked must fill remain uncompleted the agreement will not progress.

Once your application has been processed you will be informed in writing and one copy of the agreement will be returned to you for your records.

Contract for videoing in the Venue

1. Admittance

1.1 Application:

No admittance shall granted until the Application to Video has been signed by the Recording Company and acknowledged by the Management. Both copies should be initialled, signed and returned to the besen centre along with a copy of a current Certificate of Currency. Our acceptance of this application shall be when a copy of the application has been executed by the Management and returned to you.

1.2 Access

The Access period shall be the contracted time between the venue and the hiring organisation as specified in "Application for Hire".

Any time used in excess of the period specified by the Recording Company in the "Application for Hire" shall attract an additional charge at the hourly rate as specified on the "Application for Hire" form that the hirer has signed and will be charged to the hirers account.

1.3 Damage

Damage to the building, building finishes, furniture and or equipment during the hiring period by the Recording Company shall be charged to the hirer and the hirer advised of the additional charge and it's cause

1.4 House Seats

The Management reserves for its exclusive use ten (10) house seats they are seat numbers O15 to O24 in the stalls. The view from these seats is not to be impeded by the placement of any recording equipment

1.5 Indemnity

The Recording Company indemnifies the venue, the Management and its servants against any injury, loss or damage suffered or incurred by the venue, the Management or its servants caused by any act of the Recording Company or contributed to by the Recording Company (to the extent of that contribution) or which is caused by any equipment bought into the venue by the Recording Company or any member of the Recording Company organisation (whether that equipment is owned by the Recording Company or not).

1.6 Agreement Period

The period of this agreement shall be for the period of the Recording Companies Certificate of Currency as presented. A new agreement will be required upon the issuing of a new Certificate of Currency by Recording Companies insurer

Initials For TMS: _____ For he Recording Company: _____ 3

1.7 Cancellation of this agreement

The Management reserves the right to terminate this agreement at any time.

1.8 Accidents and Injuries

To the maximum extent permitted by law, the Management disclaims and bears no responsibility for any injury, loss or damage suffered or incurred by the Recording Company or any member of the Recording Companies organisation whilst in the venue, adjacent grounds or car park and the Recording Company hereby releases the Management from such injury, loss or damage. Any person suffering any form of injury must report such injury to the duty personnel of the venue at the time of injury for attention and logging.

1.9 Insurance

The Recording Company shall at all times maintain all necessary workcover, workers' compensation and employers' liability insurance with a substantial and reputable insurer covering the employees agents and contractors of the Recording Company.

The Recording Company shall keep current during the term of the access an insurance policy or policies in respect of those insurable risks which Theatre Management Services may nominate including public liability for an amount no less than ten million dollars (\$10,000,000.00).

The Recording Company shall provide Theatre Management Services upon request but no later than ten days before the access date with a copy or copies of such policy or policies of insurance as outlined above or that may have been deemed to be necessary by the Recording Company or Theatre Management Services.

Furthermore the Recording Company must not permit to be done anything at the Besen Centre which could or may vary or render any insurance policy maintained by the Recording Company or Theatre Management Services in respect of the Besen Centre void or voidable or otherwise vitiated and must pay upon demand any increased premium payable by Theatre Management Services in respect of each policy maintained by Theatre Management Services (or the premium for any replacement policy taken out by Theatre Management Services) as a result of the Recording Companies activities or proposed activities in or about the Besen Centre.

2. Extras:

2.1 Control Room

No person may operate a control room¹ or the equipment therein without Management approval.

2.2 Flying System and Rigging

Unless the prior written approval by the Management has been granted only venue personnel shall be allowed to operate the flying system.

Should permission to operate the flying system be granted the operator shall sign an indemnity. The granting of such permission is limited to operation only and does not extend to rigging, set up or weighting.

The use of temporary rigging is permitted only with prior approval of the Management. All rigging shall conform to the recognised Australian Standard for its purpose.

2.3 Animals

No animals are permitted in the building except for:

- Guide dogs
- Animals involved in stage performance

2.4 Areas and their usage

When the venue is open to the public only those areas pre arranged as recording areas may be used by the Recording Company.

All foyer areas are public access areas and the function of these areas' as thoroughfares and or exits must not be impeded.

No obstruction will be permitted in any isle or exit way.

The blocking of any row shall occur in such a manner that any member of the public shall travel to an isle by crossing no more than 21 seats

2.5 Seating Removal

The removal of seats to allow for the placement of recording and or camera equipment in that location shall only be permitted with prior verbal approval by the duty technician. The Recording Company shall carry out removal and reinstatement of seating. Removed seats are to be stored in the curtain wells or in designated locations as indicated by the Duty Technician. The re-installation of seating shall be carried out in a workman like manner ensuring all fastenings are tight and that the seat is sitting straight and true.

¹ Any areas that are used as technical areas of control for items such as sound, lighting, etc

2.6 Sound

Should the Recording Company request an audio feed from the house PA and should one be available the Management shall make no attempt to modify the audio mix to suit recording purposes. The Recording Company should note that audio feeds whilst generally being available are on occasions for technical reasons not possible and that the supply of such a feed should not be assumed.

2.7 Lighting

The Management shall not modify any stage lighting unless instructed by the hirer.

2.8 Radio Microphones and their frequencies

The frequencies of radio microphones used in the venue will not be given to the Recording Company. Should the Recording Company wish to ensure that their frequencies will not clash with the frequencies used in the theatre they should ask the technician for a suitable frequency that they can tune their microphones to.

2.9 Items for use requiring prior approval

The following items will require the prior approval of the Management before use on stage:

- Placement of temporary cabling
- The use of fixing tapes
- Mechanical fasteners to the building or finishes

3. Equipment

3.1 Recording Company Equipment

No equipment, shall be stored in the venue either before or after the period of hiring without the prior consent of the Management.

The Management reserves the right to prohibit any equipment supplied by the Recording Company for use within the venue if, in the opinion of the Management, such equipment may cause damage to the venue or harm to personnel.

Any electrical equipment bought into the venue by the Recording Company whether belonging to the Recording Company or hired by the Recording Company shall have proof attached by way of a tag that the equipment has been tested in accordance with the current regulations. The Management reserves the right to either instruct the Recording Company to remove a piece of equipment that is untagged or alternately at the Recording Companies account have the equipment tested and tagged by an approved technician.

The Management accepts no responsibility for equipment supplied by the Recording Company or their agents and or its condition.

3.2 Venue Equipment

Management will take reasonable steps to ensure that the equipment supplied within the terms of the "Application for Hire" shall be in working and operable condition prior to the hiring period. However, the Management accepts no responsibility for the failure of any equipment during a hiring period.

3.3 Consumable Stock

Consumable stock such as but not limited to Gafa and electrical tape, colour, audio tapes, mini and CD disks, Radio Microphone Batteries, etc if used during the period of the hiring for the Recording Company shall be charged to the hirers account and flagged as requested by the Recording Company.

These items fluctuate in price over short periods of time the venue holds a current price list for this form of stock that can be reviewed at the time of the hiring.

4. General:

4.1 Performing Rights

The Recording Company recording any performance totally indemnifies the venue against any claims for breach of recording work that may be subject to copyright or performing right.

4.2 Free Access to the Building

Any person nominated by the Management shall be entitled to free access to any part of the building at any time for the purposes of inspection and or maintenance.

4.3 Security and Statutory Authorities

Should the Recording Company or it's servants by their actions cause a call out of an organisation either public or private (including without limitation the fire department, police or other emergency services and or security companies) that may involve cost to the Management for such call(s) out of personnel and/or plant the Management reserves the right to charge the Recording Company for all such costs.

4.4 Smoking

Smoking is prohibited in all parts of the building.

4.5 Vehicular Egress and Parking

Entrance and exit shall be by Station Street only. Parking within the grounds shall be in designated parking areas or as directed by parking attendants. A charge for car / bus parking applies unless the hirer has allotted to the Recording Company a parking pass(s).

4.6 Utility Supply Companies

Should the failure of any of Gas, Electricity or Water to the venue occur thus affecting the ability of the Management to fulfil its obligations the Management shall not be deemed liable for the loss of the video recording.

The Management will not accept liability for any losses incurred by the Recording Company through such cancellations. These losses may include but are not limited to advertising, freight, transport, sales, etc.

For and on behalf of Theatre Management Services Pty Ltd ACN 089.130.054

Print Name: _____

Sign: _____

The Besen Centre
87 – 89 Station Street
Burwood
Victoria
3125

Tel: 98340200
Fax: 98340250

For and on behalf of the Recording Company

Company Name^{MF}: _____

ACN: _____

Print Name^{MF}: _____

Sign^{MF}: _____

Trading Address^{MF}

Postal Address

Tel^{MF}: _____

Fax^{MF}: _____

^{MF} Thos fields marked MF must be completed for this agreement to be ratified