

PONY CLUB ASSOCIATION OF SA, SOUTHERN ZONE INC

MONARTO FACILITY HIRING AGREEMENT

This Agreement is between:

**PONY CLUB ASSOCIATION OF SOUTH AUSTRALIA, SOUTHERN ZONE
INC**

(referred to as "Southern Zone")

And

HIRER:

(referred to as "Hirer")

The Schedule

Event Information:

(to be completed by Hirer)

Title of Event:

Description of Event:

Date(s) of Event:

Full Day(s):

Facilities Hired:

Hire Fees

Entire Monarto Property including
all Facilities and Equipment \$.....

Cross Country Course \$.....

Dressage Area \$.....

Show Jumping Area and Equipment \$.....

House and Grounds \$.....

Total \$.....

Deposit - \$.....

Balance \$.....

Payable

General Terms and Conditions of Hire

Southern Zone agrees to permit the Hirer, on the date(s) specified in the Schedule (**'the Hire Period'**), to use the Facilities specified in the Schedule (**'the Facilities'**), on and subject to, the following conditions:

1. The Deposit detailed in the Schedule has been paid to Southern Zone and the Hirer acknowledges that the Deposit is non-refundable and non-transferable. If the use of the Facilities is cancelled in whole or in part at any time prior to the Hire Period then the Deposit will be forfeited to Southern Zone and Southern Zone shall be entitled to retain the Deposit.
2. The Hirer must cause payment in full to be made three (3) working days prior to the Hire Period. If Southern Zone has not been paid in full three (3) working days prior to the Hire Period, Southern Zone reserves the right to cancel any use of the Facilities by the Hirer either in whole or in part, such right to be exercised in the absolute discretion of Southern Zone.
3. Any use of the Facilities for a Pony Club event or activity must be conducted in accordance with the Pony Club Association of SA Rules, including any rules as to instruction, coaching, and supervision.
4. Any use of the Facilities for an Equestrian SA event or activity must be conducted in accordance with the Equestrian SA Rules and the Equestrian Australia Rules, including any rules as to instruction, coaching, and supervision.
5. Throughout any hire period, the Hirer must ensure that:
 - 5.1 All riders are properly instructed, coached, and supervised. To comply with this obligation a qualified coach or instructor or a responsible adult must be present and in the vicinity of participating riders at all times;
 - 5.2 All horses are properly confined, secured, and managed;
 - 5.3 All children present (whether participants or not) are properly supervised; and
 - 5.4 Reasonable steps are taken to ensure the health, wellbeing and safety of:
 - 5.4.1 all people present at on the land including in the Facilities; and
 - 5.4.2 any other persons who may be affected by the activities conducted by the Hirer including but not limited to traffic on nearby roads.
6. The Hirer must take reasonable care of all of Southern Zone's property, fixtures and equipment. The Hirer is liable for any loss or costs incurred by Southern Zone for the replacement or repair of any of Southern Zone's property that is damaged by the Hirer or their invitees. This includes any damage to real property and fixtures (including but not limited to the house,

buildings, fences and jumps) and any equipment (including but not limited to show jump wings or poles and novelty equipment).

7. The Hirer acknowledges that Southern Zone is not responsible for any death, injury, loss or damage whatsoever to any person or property occurring during, or arising from, or associated with, the hiring of the facilities, or the event or activities conducted during the Hire Period, and the Hirer indemnifies and will keep indemnified Southern Zone from and against any loss, action, liability, claim or demand whatsoever which arises or may arise as a result of a use of the Facilities which has been arranged or organised by the Hirer.
8. The Hirer acknowledges and agrees that it uses the Facilities at its own risk in all matters and things and releases Southern Zone to the full extent permitted by law for any death, loss, injury or damage to persons or injury or damage to property occurring in, on or in the vicinity of the Monarto Property including the Facilities.
9. The Hirer acknowledges responsibility to be appropriately and sufficiently insured for any liability arising from, or associated with, the hiring of the Facilities, or the event, or activities conducted during the Hire Period. The Hirer warrants that it has the following insurance:

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(Certificate of Currency attached).

10. The Hirer shall return all equipment in the same condition and good working order as the equipment was in prior to the Hire Period to the appropriate storage area, and advise forthwith Southern Zone of any loss or damage to such equipment.
11. In the event that any equipment which is the property of Southern Zone is damaged or becomes unsafe to use, the Hirer must:
 - 11.1 Immediately cease using the equipment and notify Southern Zone; and
 - 11.2 Take all steps necessary to prevent further damage to the equipment.
12. **The Hirer must ensure that the Facilities and any of the** yards, stables, horse paddock, buildings, house, dormitories and toilet block (insofar as they have been accessed and used) are left clean and tidy. For the avoidance of doubt the Hirer must remove any manure and litter.
13. Prior to using the Cross Country Course, it is the responsibility of the Hirer to:
 - 13.1 inspect the course and ensure jumps and terrain are safe and that there are no hazards; and
 - 13.2 to check that the water jump is full.
14. Southern Zone does not guarantee that the Facilities will be suitable for the purpose for which the Hirer intends to use them. Accordingly, the Hirer acknowledges and agrees that they:

- 14.1 will inspect the Facilities prior to commencement of any use; and
- 14.2 will not use the Facilities until they are satisfied that they are in good working order, safe, that there are no hazards and that the Facilities are suitable for the purpose for which the Hirer intends to use them.
15. If the Hirer is a partnership, corporation, association or any other group the person/s signing below warrants that he/she is duly authorised by the Hirer to enter into this Hire Agreement on behalf of the Hirer.
16. The Hirer acknowledges having read and understood the above conditions and agrees to comply with all of the terms and conditions contained herein.

Signed for and on behalf of the Hirer:

Signature.....

Print Name.....

Title/Position.....

Address

.....

.....

Contact Telephone Number

Signed for and on behalf of Pony Club
Association of South Australia
Southern Zone Inc

Signature 

Position in Association: *PCASA Southern Zone President*

Contact Telephone Number: *0457 699 049*

Please send a signed copy to Treasurer/ President
tdcookptyltd@bigpond.com

Direct Deposit: PCASA Southern Zone INC
BSB 085 921 Acc: 794913855

If posting, please post with deposit to:

**Secretary,
Southern Zone Pony Club,
PO Box 1578, Mt Barker SA 5251**