

ARARAT RURAL CITY COUNCIL EVENTS GENERATOR FORM



Prior to completing this form, it is recommended you discuss your proposed application with Council's Events Officer by calling 5355 0200, to ensure the availability of the Council generator on your requested date.

SECTION ONE: EVENT ORGANISER DETAILS

Name of organisation: _____

Contact name: _____

Postal address: _____

Phone: _____ Email: _____

Alternative contact: _____ Phone: _____

SECTION TWO: EVENT PLANNING DETAILS

Event name: _____

Location: _____

Starting date: _____ Finishing date: _____ Times: _____ to: _____

Pick up trailer/generator: _____ Return trailer/generator: _____

Estimated attendees: _____

Description of what the generator will be used for: _____

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SECTION THREE: CHECKLIST

Please ensure the following documents are attached or completed to ensure it can be assessed and processed correctly

- Public liability insurance:** a copy of certificate of currency for public liability insurance for minimum sum of \$10 million
- Event application form:** this must be completed prior to submitting this form, to ensure your event has been approved

The trailer is permanently housed at the Ararat Rural City Council Depot in Flattely St, Ararat. It is the responsibility of the user/Event Organiser to arrange for pick up and return of the trailer at the times specified in the Conditions of Use. The trailer can be picked up and returned during work hours on weekdays (7.30am – 4.30pm). Once this form has been submitted, an officer from Council will contact you to arrange a time for this to be picked up.

SECTION FOUR: DECLARATION

- I understand and acknowledge that all the information provided in this application is true and completed to the best of my knowledge
- I acknowledge having received and read the Conditions of Use and undertake to be bound by and comply with these Conditions in every respect. I further undertake to be responsible for ensuring that all individuals or groups using the trailer in association with the below mentioned Event shall comply with these Conditions.
- I acknowledge full financial responsibility for any damage or loss to Council property, including generator trailer and equipment. I acknowledge and understand that Council reserves the right to recover costs for damage caused to the generator trailer and/or equipment.
- Payment of the \$200.00 bond and \$50.00 fee has been completed (to be made at the Municipal Offices)

Name: _____

Signature

Date: _____

Thank you for completing the form.

If you are ready to lodge your form here are the options:

In person: 59 Vincent St, Ararat 3377 - 8.00am to 5:15pm Monday to Friday

By email: Email your completed form to council@ararat.vic.gov.au

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CONDITIONS OF USE

Council grants the use of the Generator and related equipment subject to the following conditions:

APPLICATION

The right to use the trailer is subject to Council's Event Officer receiving a copy of the Booking Form and Conditions of Use Form signed by the proposed Event Organiser.

BOOKINGS

Bookings are considered tentative until this Conditions of Use and Booking Form along with the applicable bond are submitted to Council's Event Development Officer and a notification of confirmation received.

USE FEE/BOND

There is \$50 payment required for use of the generator. Council requires a bond of \$200 on pick up of the trailer and this money will be returned on presentation and inspection of the trailer. Payment for this will be made at the Municipal Offices- 59 Vincent St, Ararat

The generator trailer must be returned in the same condition as it was picked up. A fee will be incurred if the trailer is returned dirty or damaged in any way.

THEFT

Neither Council nor its employees shall be liable for any theft, loss, damage, or injury suffered by the event, or any person using the equipment during the period of the use. Any damage to generator or trailer will be at the expense of the person or group who have completed and signed the hire forms.

DAMAGES/LOSS

The Event Organisers as nominated on the Conditions of Use and Booking Form shall accept full financial responsibility for damage or any loss of any equipment to Council property, including generator trailer and equipment, except for normal wear and tear. Council reserves the right to recover costs of significant damage caused to the generator trailer and/or equipment. When returning the generator, a Council staff member will carry out an inspection for any damage caused to the generator trailer and an inventory of any equipment provided to ensure all items have been returned.

CLEANLINESS

The Event Organiser is responsible for returning the trailer and equipment in a clean and tidy state. Any cost incurred by Council in cleaning the trailer resulting from the condition in which the user left the trailer shall be recoverable from the bond.

ADULT SUPERVISION

Event Organisers under the age of 18 years must have the Conditions of Use and Booking Form completed and signed by an adult who will be supervising the event. The person completing and signing these forms are subject to these terms and conditions.

COUNCIL ACCESS

Council reserves the right to cancel any booking at any time. If it is necessary to cancel any booking, the Event Organiser will be advised as soon as possible, with confirmation forwarded in writing.

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VEHICLE

The vehicle towing the trailer must be roadworthy, registered and have comprehensive car insurance and must be deemed to be of sufficient capacity to safely tow the generator trailer.

INSURANCE

A current Certificate of Currency must be received by Council prior to the generator trailer being handed over for use. This is to be submitted as part of the Event Application process.

The vehicle towing the trailer must be registered and have comprehensive car insurance. The user/Event Organiser shall always during the agreed Term, be the holder of a current Public Liability Policy of insurance in the name of the Event Organiser relating directly to the activities specified for the event and must show coverage for a minimum of \$10million. The Public liability Policy shall be affected with an insurer approved by the Council. The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the user/Event Organiser. The policy must confirm that the insurance cover includes the indemnity required to be given by the event as part of this agreement. Proof of this policy must be by way of Certificate of Currency, which must be annexed to this agreement, and form part of the agreement.

INDEMNITY

The user/Event Organiser agrees to indemnify and to keep indemnified, the Council, its employees and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the user/Event Organiser performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the user/Event Organiser.

The user/Event Organiser's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its employees or agents, contributed to the loss or liability. The user/Event Organiser agrees to hold harmless the Council, its employees and agents and each of them in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the user/Event Organiser against the Council, except to the extent that the Council is negligent.

ACTS AND REGULATIONS

The user shall conform to the regulations relevant to towing and use of the trailer and shall be liable for any breach of such Acts or Laws. All other statutory rules, provisions and regulations of the Commonwealth of Australia and State of Victoria must be complied with by the user.

SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the trailer without prior consent of the Council.

UNDERSTANDING OF USE

The user/Event Organiser must undertake sufficient training prior to receipt of the generator trailer and acknowledge that use of the generator and trailer are restricted to the activities outlined in this Condition of Use and Booking Form.