



SITE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2008

BETWEEN Corporate Games Pty Limited (CG) trading as Australian Corporate Games
(ABN 64 056 480 543) a duly incorporated company in the State of New South Wales of the one part

AND (company name) _____ (ABN _____)
of (address) _____ in the State of _____
_____ ("Licensee") of the second part.

WHEREAS:

- A. CG proposes to conduct a Corporate Games at Albert Park during the period 21 November 2008 to 23 November 2008.
- B. CG has agreed to grant a licence to the Licensee for the erection of a marquee at the *Australian Corporate Games* on the terms contained herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties to this agreement as follows:

Interpretation

1. In this agreement except to the extent that the context otherwise requires:
 - (a) reference to legislation or a provision of legislation includes change or re-enactment of the legislation or a legislative provision substituted for, and legislation and statutory instruments and regulations issued under, the legislation;
 - (b) words denoting the singular include the plural and vice versa;
 - (c) words denoting individuals or persons include bodies corporate and trusts and vice versa;
 - (d) headings are for convenience only and will not affect interpretation;
 - (e) reference to a document or agreement includes reference to that document or agreement as changed, innovated or replaced from time to time;
 - (f) words denoting any gender include all genders.
2. CG grants to the Licensee permission to erect a marquee on a site at the Games Marquee Village at Albert Park Melbourne as part of the *Australian Corporate Games* - an event organised for 21 November 2008 to 23 November 2008 inclusive.
3. The Licensee shall pay to ACG a **\$500.00** deposit bond and a **\$550.00** (inc GST) non refundable payment on the signing of this agreement for each site comprising an area of 10 metres by 10 metres as allocated by CG in their absolute discretion.
4. The non refundable payment of **\$550.00** (inc GST) will entitle the Licensee to occupy the 10m x10m site allocated by CG for the purposes of erecting a marquee during the period 21 November 2008 to 23 November 2008 inclusive and shall cover all Parks Victoria site fees, management of the general area including the provision of one large rubbish dumpster, two (2) rubbish roller bins/site, three Portaloos and security from 6.00pm to 6.00am during the period 21 to 23 November 2008. This payment is spent in advance on the cost of organising a site at the Games Marquee Village for the Licensee, is not refundable unless no work is undertaken by CG fulfilling its obligations as stipulated by this agreement.

Affiliated with
Victorian Corporate Games
NSW Corporate Games
Queensland Corporate Games
Winter Corporate Games

5. The Licensee must lay out the site in a manner approved by CG and shall bear all costs connected with the laying out of the site, the erection and removal of the marquee and all maintenance of the same including the storage and removal of rubbish. The Licensee's fittings and fixtures may not extend outside the designated 10m x10m area. The Licensee must provide one (1) additional rubbish roller bin for each fifty (50) people expected to the site. The Licensee is responsible for emptying each bin at the end of the day into the rubbish dumpster to be provided by CG.
6. The Licensee will be at liberty to set up its marquee between 7.00am Friday 21 November 2008 and 8.00am Saturday 22 November 2008. The Licensee shall remove its marquee no later than 5.00pm Monday 24 November 2008. The Licensee must complete its setting up of the marquee, delivering of all catering and other material and removal of the marquee within the time period set out herein. Any variation to the arrangements regarding the set up and removal of the marquee or the delivery of catering and other materials must be approved in writing by CG.
7. The Licensee must familiarise itself and abide by the requirements of Parks Victoria. It is the responsibility of the Licensee to make itself aware of all requirements of Parks Victoria. These requirements are available at www.corporategames.net.au/aus/celebrations.shtml. This includes, but is not limited to ascertaining if stakes or spikes are allowed to be used in the marquee area. In the case where additional permits are required (eg for the serving of food and alcohol) copies must be received to CG no later than 14 November 2008.
8. Upon the determination of this licence, the Licensee shall immediately remove from the site the marquee and all of its fittings and shall reinstate the site in the same condition as it was immediately prior to this licence being granted subject to all reasonable wear and tear. The Licensee shall remove from the site and its immediate environs any and all rubbish during the license period and before leaving the site
9. If the Licensee defaults in performing any stipulation or agreement contained in this licence agreement, CG may determine the licence and the deposit bond of **\$500.00** per site will be forfeited to CG.
10. The Licensee undertakes to indemnify CG against all claims, actions, demands, losses, injuries, costs, charges, expenses and liabilities which CG may incur or which may arise by reason of the exercise or enjoyment of this licence. CG accepts no responsibility or liability with regard to the Licensee's occupation or use of the site and any loss damage or injury suffered by the Licensee as a result of having a marquee or any activities associated with having a marquee are the responsibility of the Licensee and the Licensee hereby releases CG from any such liability. It is acknowledged by the Licensee that although CG will arrange security during the hours of 6.00pm to 6.00am during the period 21 November 2008 to 23 November 2008, CG will not be held liable for any damage, loss or injury caused to the marquee or any fittings or other chattels in or adjacent to the marquee during that period or any other period.

General

11. A party must not assign or permit a third party to obtain the benefit of its rights and interests under this agreement except with the prior written consent of the other parties.
12. A party must do everything necessary or desirable to enable each other party to observe and perform its covenants and obligations under this agreement.
13. None of the terms of this agreement, or anything done under or by virtue of this agreement or any other agreement, instrument or document, or judgement or order of any court or judicial proceedings, will operate as a merger of any of the rights and remedies of the parties under this agreement, and those rights and remedies will at all times continue in force.
14. This agreement may be executed in any number of counterparts and all counterparts when executed and taken together will constitute this agreement.

Severability

15. If any provision of this agreement is void, voidable, unenforceable or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly.
16. If, notwithstanding this clause, a provision is still void, voidable, unenforceable or illegal:
 - (a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
 - (b) in any other case, the whole provision is severed; and the remainder of this agreement will be of full force and effect.
17. Any provision in this agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of that provision in another jurisdiction.

Waiver

18. The failure, delay or omission by a party to exercise a power or right conferred on that party by this agreement will not operate as a waiver of that power or right, and any single exercise of a power or right will not preclude another exercise of that power, or the exercise of another power or right under this agreement.
19. A waiver of a provision of this agreement, or consent to a departure by a party from a provision of this agreement, must be in writing and signed by all parties.

Notices

20. A notice, request, consent or other communication ("communication") to be given by a party under this agreement must be in writing addressed in accordance with the particulars for that party herein or to another address for a party as may be notified in writing by that party.
21. A communication must be delivered by hand or pre-paid post, or facsimile. A communication will be deemed to be received:
 - (a) if hand delivered, on the next following business day;
 - (b) if posted, on the second business day after posting;
 - (c) if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day;
 - (d) 'business day' defined as 9am to 5pm Monday to Friday not including Public Holidays

Governing law

22. This agreement will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties, by entering into this agreement, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

IN WITNESS the parties have duly executed this agreement on the date first above written.

SIGNED by the Licensee)
)
in the presence of:)
