

2022 Umbrella Festival Venue Agreement

This agreement sets out the terms on which the Venue (“**you**”) will be registered with South Australian Contemporary Music Ltd Trading As Umbrella Festival (ABN 19 079 445 051) (“**us, our or we**”) to participate as a venue in the 2022 Umbrella Festival, participation is dependent on negotiations with the Artists (“**artist and or hirer**”) or Event in the venue.

1. COVID-19 Response Plan

Umbrella Festival is monitoring the Government and Health authority alerts frequently to keep informed on the best course of action for each individual event in our program. The Umbrella Festival will continue in 2022 between 1 July and 31 July 2022.

When registering an event with Umbrella Festival 2022 you agree to abide to all government legislation surrounding COVID-19, and to follow official government health advice. This might be in the form of either a COVID Safe Plan or COVID Management Plan approved by SA Health. You must upload this documentation in the registration form.

For more information visit <https://www.health.gov.au> or [SA Health COVID Information](#)

2. By registering your venue into the Umbrella Festival database for 2022 you acknowledge and agree:

- a) To manage your own COVID-19 Management Plan (if required) and monitor SA Health's responses and restrictions during COVID-19 and act accordingly, in your best effort to protect the health and wellbeing of all South Australians and help stop the spread of COVID-19. You must also have an approved COVID-19 Safe Plan via SA Health.
- b) That your venue name and details will be added to the Umbrella Event online form, available to be selected in the event registration submission process.
- c) If you're not a venue owner, and undergoing a venue registration on behalf of your chosen venue, you take all responsibility for recording the correct information and coordinating all contractual obligations between yourself and the venue directly. Umbrella Festival's remit is to simply promote what information has been submitted.
- d) Even once registration form completed, it is only once you have a confirmed registered event at your venue, that you will be recognised as an official Umbrella Festival venue.
- e) To include the Umbrella Festival logo and website on all promotional material regarding the registered event.
- f) All ticket sales for Umbrella Festival registered events within the Venue must be made through Umbrella Festival's ticketing platform, Moshtix. Only if your venue has contractual obligations in place with another ticketing vendor, would this be treated as an exemption. If this is the case, please contact our steve@musicsa.com.au to discuss this matter further and make other arrangements.
- g) To keep your registered information, specifications and details of your Venue up-to-date with Umbrella Festival: inclusive of ensuring accurate information regarding venue accessibility, and any changes notified immediately
- h) That all shows publicised as Umbrella Festival events must be registered with Umbrella Festival
- i) To provide the highest possible standard of service to artists, hirers, and audiences at your Venue

- j) To recognise that Umbrella Festival has official beverage partners and you agree to Umbrella Festival giving your contact details to those beverage partners who may be in contact with you to discuss promotional opportunities
- k) That Umbrella Festival may make available to Councils and Government authorities your venues contact details and information for their own regulations and compliance requirements
- l) To Umbrella Festival giving your contact details to media partners who may be in contact with you for marketing and publicity opportunities
- m) To not hold Umbrella Festival liable for any actions, claims, liability or loss in respect of your participation in Umbrella Festival
- n) To not do or allow to be done anything that in the reasonable opinion of Umbrella Festival is likely to detract from Umbrella Festival's reputation and
- o) To provide Umbrella Festival with detailed attendance figures, including ticket sales or estimated attendance on free events at your venue at the close of Umbrella Festival 2022.
- p) In the case that your venue has significant COVID Vaccination mandates that apply to the public, this will need to be explained and stated in your Venue description as per registration form.

3. Umbrella Festival may terminate your accreditation as an Umbrella venue if Umbrella Festival determines that you are not compliant with the 2022 Umbrella Festival Venue Agreement.

4. If Umbrella Festival terminates your right to be an official Umbrella Festival venue you must:

- a) stop representing that you are an official Umbrella Festival venue
- a) remove any reference that your Venue is an accredited Umbrella Festival Venue on the Umbrella Festival website and any other material published or otherwise made available by Umbrella Festival
- b) inform relevant parties, including artists, of your non-compliance with the Venue Agreement and;
- c) preclude you from receiving benefits of being an accredited Umbrella Festival Venue.

5. As an accredited Umbrella Festival venue you are expected to abide by the following code of conduct:

- a) Keep Umbrella Festival informed of any major issues with the artist/hirer in your venue which may impact on the brand or reputation of Umbrella Festival or your Venue;
- b) Issue the artist/hirer in your Venue with a written contract that clearly outlines their financial obligations, payment schedules and what your Venue is providing the artist/hirer;
- c) Forward any monies owed to the artist/hirer in your Venue within the agreed timeline outlined in the hire contract unless alternative arrangements are made in writing;
- d) Comply with all applicable licensing, safety, employment and WHS legislation;
- e) Aim to provide the highest level of accessibility for people with disability to your venue; and
- f) Aim to achieve the highest level of sustainable environmental practices within your Venue;

6. Umbrella Festival does not facilitate any agreements, negotiations or hire arrangements directly, all financial negotiations or otherwise are between the Artists and Venue only. In the unlikely event that disputes, and grievances are not able to be resolved between the Venue and the Artist or Hirer then Umbrella Festival will offer advice and support only.

7. You understand that the persons managing the Venue are wholly responsible for the;

- a) safety of the general public, and

- b) submission of a development application and the payment of the appropriate fees for any required Development Approval where the use of the building changes to accommodate your act, and
- c) payment of all applicable insurances for your Venue including any public liability insurance.

Please be aware that Venues must have their essential safety provisions and compliance such as fire hydrants, fire hose reels, fire extinguishers, exit signs, and emergency lighting etc. in place and operating in accordance with their approvals prior to any performance. Failure to comply may result in the closing of the venue.

If you have any questions about this agreement, please contact the Umbrella Festival team.

Phone: (08) 7320 3304
Email: Steve@musicsa.com.au