



FITNESS TRAINER HIRE AGREEMENT

THIS HIRE AGREEMENT is made on the Date (1) between the **COUNCIL** (2) and the **FITNESS TRAINER** (3) named below whereby in consideration of the sum mentioned (4):

AGREEMENT TO HIRE: THE COUNCIL agrees to permit the **REGISTERED BUSINESS / FITNESS TRAINER** to use, on a nonexclusive basis, the Land (5) for the Purpose (6) and for the Period (7) all described below:

1. DATE:

2. WILLOUGHBY CITY COUCIL of Council Chambers 31 Victor Street Chatswood 2067

Authorised Representative:

3. BUSINESS NAME:

Company Name:

Fitness Trainer Name:

Address:

Tel: _____ Fax: _____

Email:

4. FEES

The fee applies to each Registered Business, which must be registered with Fitness Australia, per three-month period or part thereof or annually, which includes one registered Fitness Trainer; for each additional Fitness Trainer of that registered business, an additional fee will be applied.

A current Schedule of Willoughby City Council's Fees and Charges are made available on the website. Alternatively, please call the Sportsground Bookings Officer on 9777 7799 for further information.

All fees are non-refundable and payable in advance in the manner and form directed by Council. Not for profit organisations are exempt from paying a hire fee. However, they must still complete a Fitness Trainer Hire Agreement and follow the booking procedures and adhere to the conditions as outlined in this agreement.

5. LAND AREA (Training Location): _____

6. PURPOSE:

To conduct, on Council's nominated sportsgrounds and parks/reserves, the business of Fitness Classes subject to the terms and conditions of this Agreement.

7. PERIOD: 3 months 12 months

Commencing on _____ and terminating on _____

THE PARTIES AGREE AS FOLLOWS:

1. All bookings, subject to availability, are to be conducted through the Sportsground Bookings Officer. A booking is only approved once the appropriate fee has been paid and conditions and guidelines agreed to by signature. The Sportsground Booking Officer will also implement a system to record any public comments or complaints. Should a high level of complaints be received for the use of a particular site, Council reserves the right to restrict the use of the site for future training.

2. The rights conferred by this Hire Agreement are for a period commencing _____ and terminating on _____. A review for an extension of this Hire Agreement is expected to take place _____ but nothing in this Hire Agreement abrogates or fetters, or is intended to abrogate or fetter, the lawful and proper discharge by Council of any of its statutory responsibilities, whether in relation to the subject-matter of this Hire Agreement or otherwise.

3. Classes are restricted to a program of moderate exercise that includes walking, jogging and exercise (not involving heavy equipment) on Council's nominated sportsgrounds and parks/reserves on a seven day a week basis.

4. Permitted hours for the permitted activities are from _____ to _____

5. Each Fitness Trainer must provide Council with valid documentation detailing their registration and accreditation with Fitness Australia as well as valid Public Liability insurance cover within the Fitness Australia Exercise Professional Policy.

6. The Fitness Trainer must ensure at all times that the requirements of the Work Health and Safety Act 2011 and the regulations made under that Act as well as all other relevantly applicable laws (both statutory and common law) are fully observed to the satisfaction of Council or the relevantly applicable authority.

7. The Fitness Trainer shall be liable for any fees or levies required by the Department of Industrial Relations or Work Cover.

8. The Fitness Trainer must promptly comply with reasonable directions of the Council's Recreation Assets Co-ordinator or Ranger(s) in relation to any actual or potential conflicting activities or to provide evidence of Council approval and valid accreditation.

9. The Fitness Trainer must be an appropriately qualified instructor(s) who has relevant first aid and CPR certification as required by Fitness Australia. Documentary evidence of same is to be provided to the council.

10. The Fitness Trainer must keep and maintain a logbook of accidents or injuries and forward a copy to Council for its records.

11. The Fitness Trainer must immediately report to Council in writing any defects or matters hazardous in nature observed and requiring Council's attention.

12. This Hire Agreement does not transfer any interest in Council property. The rights conferred by this Hire Agreement upon the Fitness Trainer are personal and the Fitness Trainer must not purport to or assign or otherwise deal with his or her rights under this Agreement.

13. The Fitness Trainer releases and indemnifies and agrees to keep released and indemnified Council from and against all damages, sums of money, costs, charges, expenses, actions, claims, demands, suits, actions and proceedings which may be sustained or suffered by or recovered or made or brought against Council by any person (whether the Fitness Trainer or some third party) for any loss of life or injury or damage any person may sustain as a result of the carrying out of the rights conferred upon the Fitness Trainer by this Agreement.

Without limiting and generality of the foregoing, Council shall not be liable for any damage or loss suffered by the Fitness Trainer as a result of any act, omission, default or neglect of any person including Council, its members, servants, agents and contractors.

14. Council does not and will not accept liability for any debts incurred by the Fitness Trainer and Council shall not be in any way responsible for any property whether of the Fitness Trainer or any other person that may be placed in or left on the Land or for any loss of any such property by theft or otherwise.

15. The Fitness Trainer shall be liable for any fees or levies required by the Department of Industrial Relations or Work Cover or any other public authority or statutory body.

16. Each Fitness Trainer must be accredited and registered with Fitness Australia such that valid Public Liability insurance coverage is maintained throughout the whole period of this Hire Agreement covering all of the activities permitted by this Hire Agreement as regards the carrying out of those activities in the Willoughby Local Government area.

17. Up to a maximum of 18 persons per group are permitted to participate in fitness classes at any one time at any approved area.

18. Each fitness class has a maximum continuous training period of 2 hours.

19. Areas for Fitness Trainers to conduct Fitness Programs in the Willoughby Local Government area (subject to approval):

Oval	Starting Time Allowed	Usage
Bales Park	9am	Field
Beauchamp	9am	Outskirts
Flat Rock Gully	6am	Pockets
Bicentennial Reserve	9am	Field
Castle Cove	9am	No.2 & outskirts
Gore Hill	6am	Outskirts
Naremburn 1	9am	Outskirts
Naremburn 2	9am	Outskirts
Northbridge	9am	Outskirts
OH Reid	9am	Field
Thomson	9am	Netball court/outskirts
Willoughby	9am	Outskirts
Alan Hyslop	9am	Field
Rotary Athletics	6am	Outskirts
Artarmon	6am	Outskirts

20. The Fitness Trainer must not conduct military style training on Council sportsgrounds, parks/reserves. Boxing activities may be undertaken for physical fitness and/or rehabilitation purposes only. The Fitness Trainer must be outside sportsgrounds fields of play and rotation of repetitive exercise mandatory.

21. The Fitness Trainer must ensure that any activity permitted by this Hire Agreement causes minimum disruption and interference with the general public rights of access and enjoyment of these areas.

22. The Fitness Trainer must not use picnic tables and street furniture as training aids and not cause excessive wear and tear to turfed areas, natural areas and bushlands.

23. The Fitness Trainer is only authorised to offer fitness classes. The sale of clothing or equipment or refreshments or any other goods, services or products is not permitted.

24. The Fitness Trainer must not display any promotional material, signage including banners or "A" Frame signs on Council's sportsgrounds, parks/reserves.

25. The Fitness Trainer must not interfere with any Council approved or booked activity, including but not limited to a special event, a wedding, birthday party, corporate BBQ, sport or sporting activity that is being carried out on any sportsground, park/reserve or part thereof and the Fitness Trainer acknowledges that such booking has priority over the Fitness Trainers use and this activity is for non-exclusive use.

26. The Fitness Trainer must at all times conduct himself or herself in a proper and orderly manner.

27. No music is to be played as part of the training.

28. The Council may terminate this Hire Agreement without notice if in its sole and absolute and unfettered opinion it has determined that the Fitness Trainer has failed to comply with the reasonable direction of its Recreation Assets Co-ordinator / Ranger(s) or has breached, contravened or otherwise failed to comply with any term or condition of this Agreement.

29. Council employees carrying out maintenance have right of ways at all times.

30. If a dispute arises that impacts on the ability of the parties to this Hire Agreement to work cooperatively, all endeavours will be made to resolve the matter in a spirit of cooperation. If endeavours to resolve the matter do not achieve agreement between the parties within 20 business days of the first meeting called to resolve the dispute, the parties agree to seek the assistance of an external mediator to assist them to resolve the matter. The parties agree to reach an agreement in writing on the choice of mediator.

EXECUTED as a Hire Agreement

EXECUTED FOR AND ON BEHALF OF WILLOUGHBY CITY COUNCIL

.....
Signature of Community Culture & Leisure Director Signature of Witness Date

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Full Name of Community Culture & Leisure Director Ffull Name of Witness Date

EXECUTED BY THE FITNESS TRAINER

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Signature of Fitness Trainer Signature of Witness Date

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Full Name of Fitness Trainer Full Name of Witness Date