

OSF CHAMPIONSHIPS
RIFLE / PISTOL / SHOTGUN
SYDNEY, AUSTRALIA
1-9 NOVEMBER 2019



MEDIA ACCESS
LOCATION AGREEMENT

THIS AGREEMENT is made on the _____ day of _____

PARTIES

The Office of Sport, Sport and Recreation of 6B Figtree Drive, Sydney Olympic Park NSW 2127 ABN 13 078 452 72 (the "Office")

_____ of _____, ABN _____ (the "Producer")

WHEREAS:

- A. The Office has the care, control and management of the Sydney International Shooting Centre (the "Venue").**
- B. The Producer has requested permission to enter the Venue for filming/taking photographs for the purpose of _____ (the "Advertisement/Editorial or other _____")**
- C. Filming/Photographs are to be taken in part of the specified location/s _____ at the Venue (the "Property")**

THIS AGREEMENT WITNESSES:

1. Activities Conducted on the Property

1.1 The Office permits the Producer to carry out the following activities on the Property:

- (a) enter the Venue;
- (b) erect, maintain, dismantle and remove temporary sets and structures for the Advertisement/Editorial or other _____;
- (c) bring people and equipment into the Centre for the Advertisement/Editorial or other _____;
- (d) Filming/taking Photographs on the Property and incorporate scenes of the Property in the film/photographs provided that at all times the Producer agrees to comply with any reasonable directions given by the Venue manager of the Venue.

1.2 The Producer must carry out all permitted activities at the Property in a proper and

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orderly manner and will not knowingly, wilfully or negligently permit or suffer to be done in or about the Venue any act, matter or thing which may injure or tend to injure the reputation of the Venue, the Office or the Government of New South Wales.

1.3 The Producer agrees that it shall not:

- (a) permit a hazardous, immoral, noxious, offensive or unlawful thing at the Venue including causing any annoyance, nuisance, damage or injury to or unlawful interference with any person or property;
- (b) use foul or abusive language at the Venue;
- (c) store or use any chemicals, inflammable liquids, acetylene gas or alcohol, volatile or explosive oils, compounds or substances in or around the Property;
- (d) permit any of the equipment at the Property supplied by the Venue to be removed from the Property;
- (e) bring any alcohol onto the Venue; and
- (f) record images of persons unaffiliated with the Producer at the Property, unless their written consent has first been obtained, and, in the case of minors, the consent of their legal guardians.

1.4 The Producer agrees that it shall:

- (a) comply with all applicable legislation;
- (b) wear visible identification tags if requested to do so by the Venue Manager;
- (c) obtain at its own expense all relevant permits, licences, consents and approvals which are required for its intended use of the Property;
- (d) make any of its equipment and/or structures safe at the end of every day
- (e) give the Venue and the Office prompt notice on becoming aware of any defect or damage to the Property and/or anything forming part of the Property or injury or death of any person on or near the Property; and
- (f) comply with the Venue's "Smoke Free Workplace Policy" and only smoke in designated smoking areas as advised by the Venue Manager.

2 Child Protection

2.1 The Producer warrants that it is aware of its obligations under the *Child Protection (Working with Children) Act 2012* and that it will comply with the obligations therein imposed in all regards.

2.2 The Child Protection Form set out at Schedule A details specific instructions on appropriate conduct and must be completed and returned to the Venue upon or prior to the commencement of this Agreement.

3 Consideration

3.1 Upon the conclusion of **filming/photography** the Venue will issue a tax invoice for services and resources provided by the Venue during the use of the Property, this

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invoice may differ from the fee estimate. The estimated fees are set out in Schedule B.

- 3.2 The fee must be paid within seven (7) days of the date of the invoice.
- 3.3 If further photography is required in parts of the Venue other than the Property, then this shall be subject to the discretion of the Venue Manager and an appropriate fee shall be negotiated between the Venue Manager and the Producer for access to these areas for **filming/photography**.
- 3.4 Damage to the Venue's equipment, facilities, buildings or natural landscapes will be charged to the Producer.

4 Times of Access to the Property

- 4.1 The Producer is permitted to have access to the Property on date _____ between the times _____ to _____, which dates and times may be varied due to changes in the production schedule for the television segment or other or inclement weather. Any such variation by the Producer is subject to the Venue's written approval.
- 4.2 Where the Producer needs to take additional **film/photographs** within 12 months from the date of this Agreement, the Office hereby grants permission to the Producer to re-enter the Property on the same terms and conditions as set out herein, provided that the dates are reasonable agreed between the parties and the Producer pays additional fees on a pro-rata basis.

5 Duties on Termination

Promptly at the end of the term of this Agreement the Producer must:

- (a) remove from the Venue all the sets, structures and equipment it brought onto the Property; and
- (b) leave the Venue in as good condition as it was in at the beginning of the commencement of the term having made good any damage caused to the Centre to the satisfaction of the Venue Manager of the Venue.

6 Assignment

This Agreement is personal and shall not be assigned without the written consent of the other party.

7 Insurance

The Producer must effect and maintain for the term of this Agreement Public Liability insurance for a sum not less than \$20,000,000 per occurrence and provide evidence of such insurance to the Venue prior to the Producer's use of the Venue.

8 Indemnity

- 8.1 The Producer indemnifies and keeps indemnified the Venue, the Office and the

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Government of New South Wales, its officers, employees, agents and contractors against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses, damages, costs and expenses whatsoever and howsoever arising in respect of the use of the Venue, the use of the Venue's equipment and other items provided by the Venue, or any breach of these terms and conditions except to the extent that such liability is caused by the negligence of the Venue or the Office.

- 8.2 The Producer releases the Venue, the Office and the State of New South Wales from and agrees that the Venue, the Office and the State of New South Wales are not liable for any loss or damage to persons or property suffered or incurred (including loss of profits or loss or damage to the Producer's reputation) in connection with the use of the Venue or equipment provided by the Venue unless such loss or damage is caused by the negligence of the Venue or the Office.
- 8.3 The indemnity and release in this clause apply whether or not the loss or damage arose as a result of anything the Producer is authorised or obliged to do under these terms and conditions for the Advertisement/Editorial or other" or anything the Venue or the Office has consented to or approved.
- 8.4 Whilst the Venue and the Office attempts to minimise any risk or personal injury and/or damage to property, the Producer acknowledges that any shooting activities (including the use of the Venue's equipment) are inherently dangerous in that they may cause injury to property and/or persons and the Producer accepts any such risk and warrants that all those participating accept that they engage in any activities at their own risk.
- 8.5 The Producer agrees and accepts that the Venue and the Office are not involved in any way in the organisation of the Advertisement/Editorial or other and are merely providing a facility for the use of the Producer. The Venue and the Office make no warranty in relation to the fitness of the Venue for the purpose or the safety of the Venue.

9 Compliance with State and Federal Laws

Throughout the term of this Agreement the Producer shall conform at its own cost and expense with all Acts of both Federal and State Parliaments and all Environmental Planning Instruments, regulations, By-laws, Ordinances or Orders made thereunder and the lawful requirements of any Public, Municipal or other authority so far as the same may affect or apply to the Producer including occupational health and safety requirements.

10 Contact Officer

Each party shall provide the name and telephone number of a person who shall be the contact officer for that party and who must be available for the term of the Agreement.

11 Dispute Resolution

If any dispute arises between the parties they will attempt to resolve the dispute in good faith by senior level negotiations. Where both of the parties agree that it may be beneficial, they will seek to resolve the dispute through mediation. If the dispute is not resolved through negotiation or mediation both parties agree that the courts of New South Wales will have exclusive jurisdiction in connection with the resolution of the dispute.

12 Termination

The Venue or the Office may terminate this Agreement with immediate effect in the event that the Producer breaches clauses 1.2, 1.4 or 2.

13 Intellectual Property and use of Film and Images

- 13.1 The Producer warrants that the images will not be used in any way to portray the Venue and/or the Office in an unfavourable light. The Venue and the Office hereby expressly disclaim any right title or interest in the **filmed/photographed** work including all copyright therein and acknowledge that the Producer has the unfettered right (without payment of a further fee) to exhibit and licence others to exhibit and to otherwise exploit in all media throughout the world all or any part of the work **filmed/photographed** or recorded at the Property.
- 13.2 The Producer shall acknowledge the assistance of the Venue and the Office in enabling the production of the work photographed or recorded at the Property.

14 Validity of Agreement Terms

If any provision of this Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Agreement. In any event, the enforceability of the remainder of the Agreement will not be affected, provided always that if any such deletion substantially affects or alters the commercial basis of these terms and conditions, the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

15 Force Majeure

Neither party will be liable to the other for any delay or failure to fulfil its obligations by circumstances outside its reasonable control. If such reasons continue to prevent performance of either parties' duties and obligations for a period of more than 60 days, the parties will consult each other for the purpose of agreeing what action should be taken.

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16 Entire Agreement

- 16.1 This Agreement including the Schedules constitutes the entire agreement between the parties in relation to the subject matter and supersedes all prior negotiations, memoranda or agreements, whether written or oral with respect to that subject matter.
- 16.2 No modification or variation to this Agreement shall be of any effect unless it is in writing and has been signed by or on behalf of the parties thereto.

EXECUTED as an agreement

Executed by the Office

Signature of Authorised Person

Name of Authorised Person (print)

Executed by the Producer

Signature of Authorised Person

Name of Authorised Person (print)

SCHEDULE A
CHILD PROTECTION

Objective: To ensure that all people working on site satisfy child protection requirements set out in S&R's Guidelines for working on or near facilities of S&R occupied or used by children.

These Guidelines apply to all contractors and their subcontractors, suppliers and consultants including but not limited to:

- building and maintenance workers;
- plumbers;
- suppliers of material and equipment;
- facility hirers;
- electricians;
- delivery services; and
- consultants providing professional advice, training etc.

All persons must read and certify that they understand these guidelines before commencing work on/or entering S&R's premises.

Any breach of the Guidelines or the specific instructions in the contained in this Part, will be treated seriously and result in action by S&R to terminate the contractual arrangements.

All Contractors, suppliers and consultants must follow these Guidelines:

- **All suppliers and contractors must gain permission to commence work at any Centre (and/or visit the office) and they may only enter approved areas.**
- **Interacting with children or residents except in a serious emergency or safety situation is discouraged.**
- **Only approved toilets and other facilities are to be used. There must be no use of children's toilets or amenities (eg showers, canteens etc) at the Centre.**
- **The work area must not be able to be used/ accessed by children. Clear signs and barricades (wherever possible) must be used to prevent any inadvertent or unauthorised access.**
- **Where maintenance and/or cleaning of toilets and similar facilities is necessary appropriate signage must be displayed or the area made inaccessible to children.**
- **Any concerns about children must be immediately reported to a senior employee of S&R, such as the General Manager, Sydney International Shooting Centre.**
- **Appropriate language must be used at all times.**
- **Presentable clothing must be worn at all times.**

Name

Signature

Date

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Media Consent



I consent to allow the NSW Government and the Sydney International Shooting Centre to use any photograph, sound and film recordings taken of myself/my child for the promotion of NSW Government services and initiatives to the media and to the general public.

Subject's first name

Subject's last name

Parent/Guardian name if subject is under 16 years of age

Subject's signature

Date

Sydney International Shooting Centre
Elizabeth Drive, Cecil Park NSW 2171
PO Box 136, Kemps Creek, NSW 2178
Phone (02) 8782 0100 Fax (02) 9826 2376
Email shootingcentre@sport.nsw.gov.au



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Sydney International Shooting Centre

22082014_13121

Application for filming/photography permit

Application information

Company name

Contact name ABN

Address

Postcode

Phone Mobile phone Fax

Feature film TV drama TV commercial Shorts/student/community Still shoot

If commercial, name product

Title of production Proposed location/s

Proposed operational times

Date/s Between the hours of

Date/s Between the hours of

Construction/set dressing requirements on location

Nature of scenes to be filmed/photographed

Animals/firearms/smoke/special effects or unusual scenes

Location Manager Contact details

Number of cast Number of crew Number of vehicles and registration numbers

Public liability insurance provider

(Attach Copy of Certificate of Public Liability Insurance cover to this application)

I, the above-named Applicant or Applicant's Representative, herein acknowledge having read the location agreement and agree that by signing this application I shall render the applicant legally bound by them in the event that the filming permit is granted by Communities NSW.

Applicant's signature Date / /



Sydney International Shooting Centre
Elizabeth Drive, Cecil Park NSW 2178
phone (02) 8782 0100 fax (02) 9826 2376
email shootingcentre@sport.nsw.gov.au
www.shootingcentre.nsw.gov.au



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