



PENOLA
COONAWARRA
**ARTS
FESTIVAL**

EVENT REGISTRATION FORM

Complete this form to hold an event as part of the next upcoming Penola Coonawarra Arts Festival, held annually on the third weekend of the month of May. Check www.artfestival.com.au for further

Event-Holder's Details – *Getting to know you*

Event-Holder <small>(for invoice)</small>	_____	ABN	_____
Event Location	_____		
Contact Person	_____	Phone	_____
Email	_____	Website	_____
Facebook	_____	Instagram	_____
Safety plans in place	<input type="checkbox"/> COVID Safety or Management Plan (essential)	<input type="checkbox"/> Public liability insurance (essential)	<input type="checkbox"/> Working with Children (if required) <input type="checkbox"/> Liquor licence or Council permit (If required)

Event Details – *Tell us about it*

Event Name _____

Event Dates and Times _____

Ticket Price

FREE Entry

Gold coin donation for charity

Cost Adult \$ _____ Pensioner \$ _____ Child \$ _____

Included in ticket price

Food **Drinks** **Alcohol** **Other** _____

Bookings

Bookings essential **Pre-reservation** **Walk-in**

Online **Email** **Phone** **Other**

Booking details

Approved wording – 25 words maximum – Description of your event

Featured Event – \$100 – Exclusive time promoted as a part of the Arts Festival program. See section below.

Supported Event – \$50 – An event supported as a part of the Arts Festival program.

Registered Event – \$NIL – An event recognised online as part of the Arts Festival.

Please refer to the terms and conditions of registering an event with the Arts Festival.

Event-holder Arrangement

The Penola Coonawarra Arts Festival is a celebrated event promoted by the not-for-profit organisation The Penola Festival Association Incorporated ABN 22 053 590 901 (the **Arts Festival**), a Federally registered cultural organisation with deductible gift recipient status. The Arts Festival is run purely by volunteers and relies on the financial support of sponsors, our community and visitors that join in the celebration of the arts and our region.

The purpose of the Arts Festival is to promote an appreciation of the arts, its creators, fine wine and produce of our region and promote tourism – but as importantly to the organising committee, it is to foster the opportunity for our community, our kids, teenagers, families, adults, the elderly, local organisations and our visitors to participate in the arts for all our well-being, inspiration, personal growth and enjoyment, in our region.

This document together with a completed Event Registration Form provides the terms and conditions for holding an event as part of the Arts Festival, with the Arts Festival's sincere gratitude. The Arts Festival confirms it agrees to accept an Event on the terms of this agreement, by the Arts Festival issuing a tax invoice or receipt for event registration fees.

The Event-holder's Agreement

The Event-holder agrees to hold an event related to the promotion of the arts during the Arts Festival at the times and the location agreed in the Event Registration Form and pay the applicable event-holder registration amount. In return, the Arts Festival agrees to support the event on the terms and conditions of this agreement.

Event-Holders who complete the registration by the **due date requested by the Arts Festival** and pay the registration amount on the terms of the tax invoice issued by the Arts Festival, will be included in printed and online publications for the Arts Festival. Later event-holder registrations accepted will receive the support the Arts Festival can reasonably provide with its volunteer resources. The Arts Festival reserves the rights to alter the support for an event-holder, as is reasonable, at its discretion, and may charge a late registration or change in details fee of up to \$50.

Use of Art Festival's Name, Social Media Posts and Signage

The logo and name "Penola Coonawarra Arts Festival" belongs to The Penola Festival Association Incorporated and may not be used without the Arts Festival's consent. The Arts Festival permits on an approved registered Event-holder to use the name "Penola Coonawarra Arts Festival" or "the Arts Festival" for promotional purposes for the duration of this agreement. The Arts Festival does not accept any responsibility or any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the use of the Arts Festival's logo or name, and in any case, in any amount in excess of the event registration fee.

The Arts Festival encourages the Event-holder to repost or forward the Arts Festival's social media and website posts about the Event-holder's involvement in the Arts Festival, to the Event-holder's own social media accounts and contact database.

Any reusable signage provided to the Event-holder by the Arts Festival shall be returned to the Arts Festival after the festival event.

Use of Event-holder's Logo and Name and Artists' Name

The Event-Holder agrees to provide the Arts Festival with its logo, in the form requested by the Arts Festival by the due date requested by the Arts Festival. The Arts Festival agrees to only use the Event-holder's logo or name for the purposes of this agreement. The Event-holder warrants that it has the full power and authority to provide its logo and name and indemnifies the Arts Festival against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the proper use by the Arts Festival of the Event-holder's logo or name including but not limited to any claims in respect of any infringement of any third party intellectual property rights.

Event-holder's Responsibilities

The Event-holder accepts liability and indemnifies the Arts Festival for any claims, actions, expenses, losses, demands, suits, proceedings, damages, or costs arising out of or in respect of the event held by the event-holder, and agrees it is the Event-holder's responsibility to:

- promote the event and the Event-holder's involvement in the Arts Festival on the terms of this agreement
- engage the artist or performers exhibiting at the event
- collect and provide data requested by the Arts Festival of the number of visitors who attend the event
- collect and manage bookings, RSVPs, tickets, entry costs and sales receipts for the event
- provide a suitable and safe venue for the event and adequate staff during the event opening times
- have appropriate public liability and event insurances for the event
- have and comply with a COVID Safety or Management Plan as is required under State legislation
- comply with work health and safety standards and CFS fire safety requirements for the event
- if applicable, obtain and comply with any permits required from the council for the event
- if applicable, obtain and comply with liquor licensing regulations including responsible service of alcohol at the event
- if applicable, comply with 'Working with Children' requirements at the event
- provide and manage waste disposal and sufficient clean toilets at the event

Event-holder registration fee

There is a small event registration fee to assist support the sustainability of the festival and the cost of co-ordinating the program design and print, website maintenance – the labour involved is mostly provided on a volunteer basis however there are still growing costs involved. The Arts Festival is also mindful to be inclusive of those who wish to participate in the festival with a no cost option, allowing Event-holder's to select the level of support the Event-holder wishes to provide to the Arts Festival and receive in return.

Types of Event Registrations

Event Holders	Featured Event \$100	Supported Event \$50	Registered Event \$NIL
USE OF FESTIVAL NAME (for commercial purposes) - Penola Coonawarra Arts Festival	✓	✓	✓
EVENT LISTING - exclusive featured event - in printed program - on website	✓ ✓ ✓	✗ ✓ ✓	✗ ✗ ✓
EVENT-HOLDER NAME - logo on website - name on website	✓ ✓	✗ ✓	✗ ✓
SOCIAL MEDIA - exclusive post with logo - promotional post - collective listing	✓ ✓ ✓	✗ ✓ ✓	✗ ✗ ✓
HONOURED GUESTS - Invitation to selected Festival Events	✓	✓	✓

Following is some further information about the benefits of registering an event with the Arts Festival:

- Use of the Arts Festival Name**
 Event-holder registrations accepted by the Arts Festival are permitted to use the name “Penola Coonawarra Arts Festival”, its logo, signage or flags for commercial purposes, to promote your involvement in the Arts Festival. Any reusable signage or flags remain the property of the Arts Festival and we ask they are returned after the Arts Festival.
- Event Listing**
 Event-holder registrations accepted by the Arts Festival are listed on the website. Featured and Supported Events are included in a printed publication. A Featured Event is included and promoted with additional approved wording and description at a negotiated exclusive time during the Arts Festival.
- Event-holder Name**
 All Event-holder’s events are listed on the website in thanks of participating in the Arts Festival. Featured Event-holder’s logo are also included on the website in thanks.
- Social Media**
 All event listings are acknowledged on the Arts Festival’s social media accounts including Facebook and Instagram. Featured Events with at including your Event=holder’s logo. Supported events with a promotional post. All other registered Events are promoted in collective posts. The Arts Festival reserves the rights to engage in other promotional activities for events, in its discretion.
- Honoured Guests**
 All Event-holders are invited as honoured guests to selected Arts Festival events including the official opening night to announce the John Shaw Neilson and other Prizes and other of Festival Events.

Approved Wording and Advertisement

The Arts Festival agrees to use the approved wording or advertisement provided by the Event-holder without substantive change, provided the approved wording is accepted by the Arts Festival and is within the stipulated maximum word limit. The Arts Festival will make reasonable attempts to incorporate a change to an Event-holder’s approved wording or Advertisement requested by an Event-holder in writing, however the Arts Festival accepts no responsibility for and the Event-holder indemnifies the Art Festival against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, cost or expense from use of any approved wording or advertisement provided by the Event-holder.

If the Event-holder does not provide approved wording or advertisement copy by the due date or within the word limit requested, the Event-holder consents to the Arts Festival use of the Event-holder’s name and logo with wording or an advertisement designed by the Arts Festival for the purposes of this agreement.

Consent to Communications from the Arts Festival

The Event-holder consents to the Arts Festival contacting the Event-holder in relation to this agreement and for the purposes of promoting the Arts Festival by any method for which details have been provided by the Event-holder, including electronic communications. The Arts Festival agrees not to share the Event-holder’s contact details with any other person or organisation, other than for the purposes of this agreement. The Event-holder may unsubscribe from communications by contacting the Arts Festival at events@artsfestival.com.au or by mail at PO Box 318, Penola SA 5277.

Event Bookings and Visitor Counts

The Arts Festival collects information on the number of visitors to the Arts Festival and the impact holding the Arts Festival has for our community. This is done to attract financial grants and community backing for future Arts Festivals. It is for this reason the Arts Festival encourages Event-holders to take bookings for its event or record visitor numbers to its event, and we ask that information is shared with the Arts Festival.

The Event-holder is responsible for deciding whether to require bookings or charge an entry fee, online or by phone or email, or estimate the visitors who walk-in to the event.

Duration of Event-Holder Agreement

This agreement is for a maximum duration of two years starting from the date the Arts Festival accepts the Event-Holder's registration the earlier of the invoice or receipt for the event registration fees. Each party agrees to act at all times in a manner which is consistent with the good name, goodwill and reputation of the parties and agrees not to take any action which may damage the other party's name or logo in connection with this agreement. Either party may terminate this agreement earlier than the term if either party brings the other into disrepute. The Arts Festival may terminate this Agreement on written notice to the Event-holder, if the Event-holder fails to pay the event registration fee to the Arts Festival in accordance with the payment terms included in the invoice issued by the Arts Festival. On termination of this agreement for any reason, the Event-holder will not be entitled to any refund of the event registration fee.

Nothing in this agreement creates any relationship of employment, agency or partnership. This agreement contains the entire agreement and may only be varied in writing. This agreement is governed by the law of South Australia. A waiver of an obligation by a party is not a waiver of any other obligation under this agreement.