

## APPLICATION TO HOLD AN EVENT AT LAKE AWOONGA

*(Please note this application must be submitted 3 months prior to the proposed date of the event)*

*(Please tick the relevant box)*

- Recreation Area Function  
 Lake Awoonga Event

### Applicants Details

Event Organiser/Contact Person:	
Contact Person Telephone:	
Contact Person Address:	
Email address:	
Number of Guests:	

### IMPORTANT

Only applicable to Lake Awoonga Events

*If the event is an aquatic event as described in the Transport Operations (Marine Safety) Act 1994 (i.e. an organised water activity such as boat or swimming races, sailing regattas, waterskiing or jet skiing competitions or fireworks displays that are likely to affect the normal operation of boats in the area of the event) an Aquatic Event Application will also need to be made to Maritime Safety Queensland:*

[www.msq.qld.gov.au](http://www.msq.qld.gov.au)

### Venue Details

Site name/ Location:	
Date of Event:	
Time Frame (including set up and pack up):	Start:
	Finish:
Equipment to be used (ie marquees, tables, chairs, amusement rides etc):	

In making this application, I confirm that I have read and understood the conditions attached hereto including the conditions of entry sign at Lake Awoonga and take responsibility for ensuring such conditions are complied with:

Signature of Event Organiser/Contact Person:	
Date of Application:	

This completed application must be submitted to the Land Administration Officer, Gladstone Area Water Board by one of the following methods:

- By post: PO Box 466, Gladstone, Qld. 4680  
 Delivery: Level 1, 147 Goonoon Street, Gladstone Qld. 4680  
 By facsimile: 07 49725632  
 By Email: [gawb@gawb.qld.gov.au](mailto:gawb@gawb.qld.gov.au)

## CONDITIONS OF USE AT LAKE AWOONGA

The applicant(s) acknowledge and agree that:

1. a minimum of three (3) months' notice is required as part of the application process. The applicant(s) must with its application and as requested by Gladstone Area Water Board thereafter, provide all information requested by Gladstone Area Water Board, including the information stipulated below, the type of function and the number of participants involved;
2. it is only entitled to occupy the venue for the timeframes and purposes stipulated in the approved application;
3. although it has booked a specific venue, this is a licence only under clause 2 and does not grant or entitle it to an exclusive right of use over that venue. Public access and use of the venue/park facilities must be maintained at all times, and pathways/bikeway accesses must remain unimpeded;
4. the venue is provided to the applicant(s) without any warranty or representation by Gladstone Area Water Board (regardless of any prior representation, warranty or undertaking which may have been given) as to the suitability of the venue for any purpose(s) whatsoever;
5. it must comply and must ensure that its guests, invitees or agents comply with any relevant law, authorisation, approval and Gladstone Area Water Boards' reasonable directions and must pay all costs associated with complying with such laws, authorisations, approvals and directions;
6. it will release, indemnify and keep indemnified Gladstone Area Water Board, its officers, employees and agents against all claims, loss, damage, cost or expenses arising in any way from its occupation and use and the occupation and use of its guests, invitees or agents of Lake Awoonga, the venue, or any other associated land;
7. it will:
  - a. procure and maintain public liability insurance with a limit of indemnity of no less than \$10 million per claim and in the aggregate per period of insurance, for a period not less than the timeframes stipulated in the approved application;
  - b. provide a copy of the certificate of currency for such insurance as part of the applicant(s) application or, if not available at the time of making the application, at least thirty (30) days prior to the Event, along with all other information regarding such insurance reasonably required by Gladstone Area Water Board; and
  - c. it will ensure that all contractors, sub-contractors, agents or other persons engaged for the Event hold equivalent public liability insurance.
8. Gladstone Area Water Board reserves the right to require that the applicant(s) effect additional insurance by written notice to the applicant(s), and clause 7 will apply to that insurance.
9. it will provide as part of its application, safety and event management plans, and will promptly provide any other plan subsequently requested by Gladstone Area Water Board for review and comment. If requested by Gladstone Area Water Board, the applicant(s) will amend and follow recommendations/changes required to be implemented as a result of Gladstone Area Water Board's review of these documents. Gladstone Area Water Board's review of, and comments on, the applicant(s) safety and event management plans will not limit the applicant(s) obligations or liability under these conditions of use (*only applicable for Lake Awoonga Events*);
10. it will use the venue, or any associated land in a safe and environmentally sound manner (and in accordance with any safety and event management plans, or any other plan requested by Gladstone Area Water Board), or in accordance with any direction from Gladstone Area Water Board, and ensure that its guests, invitees or agents do the same;
11. it will be responsible for ensuring that the venue is left in a clean and tidy condition, and that no damage is caused to any property owned or controlled by Gladstone Area Water Board, including the venue, recreation facilities, access paths, amenities or vegetation. The applicant(s) will be responsible for the cost of any damage caused including the

- repair/replacement of property owned or controlled by Gladstone Area Water Board , caused or contributed to by it or by its guests, invitees, or agents;
12. all property brought to the venue (or any other land under the control of Gladstone Area Water Board) will be at the sole risk of the applicant(s) and the applicant(s) guests, invitees or agents. Gladstone Area Water Board will not be liable for any claim, loss, damages, costs or expenses resulting from any damage to such property for any reason whatsoever;
  13. any property left at the venue by the applicant(s) or the applicant(s) guests, invitees or agents after the expiry of the relevant timeframes contained in the approval (including vehicles and other machinery) will be deemed to be abandoned and may be removed by Gladstone Area Water Board at the cost of the applicant(s). That cost will be a debt due and payable from the applicant(s) to Gladstone Area Water Board;
  14. bins have been provided on or near the venue, however rubbish generated in excess of the capacity of the facilities provided must be removed from the venue by the applicant(s) at their own expense. Any excess rubbish not removed, may be removed by Gladstone Area Water Board, or third party at the request of Gladstone Area Water Board , and the cost of such removal will be a debt due and payable from the applicant(s) to Gladstone Area Water Board ;
  15. tents or marquees which require driven pegs for stability are not to be used under any circumstances due to the presence of buried electrical cables, irrigation lines and water pipes which are a potential safety hazard. The erection of temporary facilities that require driven pegs and animals for rides etc., will only be permitted in appropriate locations with the prior written permission of the Ranger on Duty (#0419 661 482);
  16. free standing structures (apart from those referred to in clause 13) that will not cause damage or are not likely to cause damage to the venue or facilities are permitted at the applicant(s) risk;
  17. (a) consumption of liquor by persons over the age of 18 years is permitted. All legislation and requirements relating to the consumption of liquor apply to all functions held at Lake Awoonga. The distribution of beverages in glass containers is prohibited. Beverages may only be consumed in suitable plastic containers;  
(b) smoking anywhere at Lake Awoonga is strongly discouraged and is only permitted at the designated picnic and BBQ areas located throughout the Lake Awoonga Recreation Area. Smoking on or near nature paths, walking/biking trails, the wildlife sanctuary or within ten (10) meters of any children's activity equipment, flora, fauna or waterways is strictly prohibited,  
the applicant(s) acknowledging that they are responsible to ensure their guests observe these liquor and smoking restrictions, and agrees to remove and dispose appropriately of all cigarette butts, liquor containers and other rubbish;
  18. vehicles are required to park in designated parking areas. Vehicles are not permitted onto the grassed areas for any purposes except in association with approved functions where prior written permission has been obtained for vehicles to enter the grassed areas for the transport of function equipment etc from the Ranger on Duty (#0419 661 482);
  19. in using the venue, the applicant(s) must ensure they do so in such a way as to not create any nuisance or disturb other park users;
  20. the use of fireworks at Lake Awoonga is not permitted without the appropriate prior written permit/approval (at Gladstone Area Water Board 's absolute discretion). Additionally, no fireworks are to be used at Lake Awoonga without first contacting the Recreation Manager on 0437 546 872 for approval on the day on which the function is to take place;
  21. the use of confetti, glitter or other manufactured products is not permitted. Organic based products such as rice, rose petals and bubbles may be used as an acceptable alternative (subject to the applicant(s) obligations under clauses 9-12);
  22. they will be jointly and severally liable for all obligations and liabilities contained under or in connection with this application,

Failure of the applicant(s) to comply with any of these requirements (in Gladstone Area Water Board's absolute discretion), may result in the applicant(s)' application being rejected, or an approved application being terminated, and in accordance with the above, all damage caused being reimbursable from the applicant(s) to Gladstone Area Water Board on request.