



BUSKERS WANTED

Ballina Fair Shopping Centre is very excited to give local artists the opportunity to busk in the centre. Busking is a great opportunity for local artists to get featured in a busy shopping centre for FREE and showcase their talent live in front of an audience. Buskers are permitted to collect money by bringing a collection box.

Ballina Fair Shopping Centre will provide a designated area for buskers.

Please note the following when applying:

- Performances are to suit a mainstream audience
- Buskers will be designated a specific area to busk in the centre
- Dates and times are subject to availability a minimum of 1.5hrs per appearance is required
- Cancellations must be advised a minimum of 48hrs in advance
- No Shows may result in the centre cancelling your future performances
- Ballina Fair reserves the right to decline busking acts if they are not deemed appropriate
- Standard of dress required for performances is smart casual
- Buskers will be required to provide their own equipment
- Buskers will need to provide a donation box / guitar case for your performance
- Buskers under 18yrs of age must be accompanied by a guardian

WHAT ARE THE NEXT STEPS?

1. Complete the application form over the page
2. Read and sign the Terms & Conditions at the back of this document
3. Email these forms and a sound bite / YouTube clip of a recent performance to

info@ballinafairshopping.com.au

Ballina Fair Shopping Centre Busking Application Form

BUSKER DETAILS

Name: _____

Performance/Group Name (if applicable): _____

Please tick one:

Solo Artist

Group (Number of people in group): _____

I have included a sound bite or YouTube clip of a recent performance with this application

Mobile _____

Email Address: _____

Description of Performance:

Note – please attach your playlist to your application

Brief Bio:

Equipment you will bring in centre for your performance (including a stool if you require one):

When are you available to perform? (Tick all that apply):

Thursday Evenings

Saturday Day

Saturday Evenings

Friday Evenings

Sunday Day

Public Holidays

Please return this completed form to info@ballinafairshopping.com.au together with the signed Terms & Conditions and a sound bite / YouTube clip of a recent performance.

BALLINA FAIR SHOPPING CENTRE BUSKING PROGRAM TERMS AND CONDITIONS

I, the undersigned (**Performer**), agree that my right to enter and use the area or areas in the Centre described in the Schedule (**Performance Area(s)**) is subject to these terms and conditions (**Terms and Conditions**).

A. The Performer acknowledges having read the Terms and Conditions and agrees to comply with them at all times while using or occupying the Centre.

B. The Performer acknowledges that the rights conferred on the Performer by this agreement are personal to the Performer and are non-assignable and non-exclusive to other occupants of the Centre.

The Performer further acknowledges that he/she will receive no financial compensation from Ballina Fair Shopping Centre in respect of the performance, now or in the future.

C. The Performer will use the Performance Areas only for the purpose of the performance described in the Schedule during the hours set out in the Schedule (or such other times notified from time to time by Ballina Fair) and will ensure that his/her performance remains in the Performance Area throughout each performance. Ballina Fair may revoke the Performers right to enter and use the Performance Area or the Centre at any time in its discretion.

D. The Performer will not inhibit, restrict or obstruct the view of any shop front in the Centre. The Performer will conduct his/her activities so as to ensure that the use and enjoyment of the Centre by

Ballina Fair and by the other occupants of the Centre will not be prevented, interfered with or adversely affected. If in the opinion of Ballina Fair any such interference, restriction or obstruction is

caused by the Performer then the Performer will immediately remove, adjust or cease (as applicable) any such obstruction, restriction or interference.

E. The Performer will obtain Ballina Fair's prior approval of the sound level associated with any performance activity conducted by the Performer and will ensure that the sound level is kept at the level determined by Ballina Fair in its absolute discretion. The performer must not use sound amplification devices in the Centre.

F. The Performer must not during the performance or otherwise while in the Centre:

- I. use dangerous implements or materials as part of the performance;
- II. vilify any community members, including, but not limited to, racial, sexual, gender or disability discrimination;
- III. involve animals in the performance;
- IV. use abusive or offensive language;
- V. disrupt retailers;
- VI. display items for sale or distribute flyers;
- VII. harass, accost, petition, importune, actively solicit; or
- VIII. interfere in any way with any member of the public.

G. The Performer must not actively collect money, but may have a hat, box, musical instrument case or the like, into which donations from members of public can be placed.

H. The Performer must remove all equipment and rubbish from the Performance Area prior to the

performance end time stated in the Schedule.

I. The Performer is responsible for the safe carrying of all equipment and instruments to and from the Performance Area. Ballina Fair will not provide staff to assist.

J. The Performer agrees to use the Performance Area at its risk. The Performer releases Ballina Fair from, and agrees that Ballina Fair is not liable for any action, claim or demand due to any damage, loss, injury or death arising out of or in connection with the Performer's use of the Performance Area or these Terms and Conditions.

K. The Performer indemnifies and will keep indemnified Ballina Fair from and against any liability, loss, damage, expense or claim which Ballina Fair may incur, including to a third party in respect of or arising from damage, loss, injury or death caused or contributed to by the Performer's use of the Performance Area, the Centre or by the act, omission, negligence or default of the Performer.

L. The Performer will comply with all statutes, ordinances and regulations which may affect the Performer's activity in the Centre and will obtain all consents and approvals that may be required under any such statutes, ordinances and regulations and produce same to the Performer on demand.

M. The Performer will ensure that the conduct of its performance in the Performance Areas does not infringe any intellectual property rights including (but not limited to) moral rights of any third party.

N. Nothing in this agreement constitutes a relationship of partnership or of employer and employee between the parties and the parties expressly deny any such relationship.

O. The Performer acknowledges and agrees that:

I. the rights conferred on the Performer by this agreement rest in contract only, are personal to the Performer and are non-exclusive;

II. this agreement does not confer upon the Performer any estate or interest in the Centre or any part of the Centre and legal possession and control at all times remains with Ballina Fair; and

III. this agreement does not operate as a demise or constitute any contract of tenancy.

P. For the purposes of these Terms and Conditions, "**Ballina Fair**" means **Ballina Fair Shopping Centre**

ABN 34 430 406 448, each of the legal and beneficial owner(s) of the Centre and any manager of the Centre from time to time, and their related bodies corporate, employees, agents

and subcontractors.

Performer Name: _____

Signature: _____

Date: _____