

**GABRIEL ANNE LAWRENCE**

AND

**(INSERT NAME)**

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**HIRE AGREEMENT**

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**THIS AGREEMENT** dated                      day of                      2021

**BETWEEN**     **Gabriel Anne Lawrence** trading as **Into-Arts for Health**  
**(Owner)**

**AND**             The party described as the hirer at item 4 of the Schedule to this agreement  
**(Hirer)**

**RECITALS**

- A.**     In consideration of the Hirer paying the Hire Fee, (Item 6), the Owner hereby grants the Hirer non-exclusive licence to occupy and use the Venue (Item 3), on the Hire Date (Item 9), for the Hire Period (Item 10) as reserved in the Booking system and for the stated Purpose (Item 11) in Schedule 1.
  
- B.**     The rights granted to the Hirer are in the nature of a non-exclusive licence only and nothing in this Agreement grants the Hirer any right of tenancy or exclusive possession of the Venue or the Building.

**OPERATIVE PART**

**1.     Payment of Hire Fee, Bookings, Costs and Cancellation**

- (a)     The Hirer must pay the invoiced Hire Fee before the due date to secure the booking. If this payment is not received on the due date then INTO-ARTS reserves the right to cancel the bookings invoiced.
- (b)     The Hirer is required to provide INTO-ARTS their preferred Hire Dates and Hire Periods no less than 14 days prior to the commencement of the Hire Period so the monthly invoice can be issued. This can be done online using the Bookings system. Repeat Bookings can be extended out to reserve time slots
- (c)     The minimum Hire Period for any Hire Date is 1.5 hours. Bump-in/set-up and bump-out/pack-up periods are a part of the Hire Period
- (d)     The Hirer is permitted to make one amendment to their Hire Date or Hire Period within the current invoice period, after which an administration fee of \$30.00 may be charged to the Hirer at the discretion of INTO-ARTS. Additional/extra bookings outside of the invoice period do not attract this fee
- (e)     If the Hirer occupies the Venue prior to or after the Hire Period the Hirer will be liable to pay INTO-ARTS, the Hourly Rate Fee set out in Item 10, Schedule1. This amount may be pro-rated for any part of an hour that the Hirer occupies the Venue outside of the Hire Period

- (f) In addition to payment of the Hire Fee and any other rights that INTO-ARTS may have arising from this Agreement, the Hirer must pay to INTO-ARTS all costs for any damage to the Venue or the Building or the equipment and facilities located therein, any cleaning and reconfiguration of security devices required because of the use of the Venue by the Hire
- (g) In the event of a Hire Period or Hire Date cancellation by the Hirer, INTO-ARTS has the right to retain all payments received in advance as a cancellation fee.

## **2. Obligations of the Hirer**

The Hirer

- (a) must only use the Venue for the Purpose and during the Hire Period and not sub-lease, sub-licence or otherwise permit any other party to use the Venue other than the Hirer's agents, clients, employees and invitees
- (b) must use the Venue so as not to cause the emission of 'offensive noise' as defined in the *Protection of the Environment Operations Act 1997*
- (c) must clean the Venue, remove all rubbish, must not use, modify or take any equipment belonging to other Hirers that may be stored or placed within the Venue or the Building without first obtaining the consent of INTO-ARTS
- (d) must not bring into the Building or the Venue any heavy equipment or machinery nor attach or affix any nails, screws, adhesive tape, signs or anything to the walls, doors, ceilings and floors of the Venue and the Building without obtaining the written consent of INTO-ARTS and, if such consent is given with any conditions, then the Hirer must comply with those conditions
- (e) must remove all equipment brought by the Hirer into the Venue, make good any damage to the Venue or the Building caused by the removal, ensure that the Venue and the Building are secure upon the Hirer's departure
- (f) must not interfere with, affix or alter any emergency exit signs, fire doors, fire extinguishers, lighting, electrical and utilities cables and conduits, sound systems or any equipment or materials located throughout the Venue or the Building
- (g) is responsible for the conduct and behaviour of all employees, clients, agents and invitees of the Hirer and the loss of any of their property, personal items or equipment

- (h) must not burn naked flame candles and incense in the Venue. *WHO (OH&S) Regulations*
  - (i) No smoking is permitted in the Venue or Building
- (i) must maintain a policy of public liability insurance for its use of the Venue with coverage of \$20 million per event and supply INTO-ARTS with a copy if requested either before or after the Hire Date
- (j) must comply with any general Venue use information or reasonable direction provided by INTO-ARTS to the Hirer at any time
- (k) must read and agree to comply with the INTO-ARTS COVID Safety plan, (attached as a separate document).

**3. Bond (Item 8)**

- (a) As security for performance of the Hirer's obligations under this agreement, INTO-ARTS can require the Hirer to deposit a bond for the amount set out as a Bond in Schedule 1
- (b) INTO-ARTS can deduct from the Bond all monies required to rectify any breach of this Agreement by the Hirer including but not limited to any of the costs referred to in this Agreement
- (c) After deduction of all costs INTO-ARTS is entitled to deduct from the Bond, the balance (if any) will be refunded to the Hirer.

**4. Indemnity by Hirer**

The Hirer indemnifies INTO-ARTS for any injury, costs, loss or damage arising out of the use of the Venue and/or the conduct of the Hirer, its employees, clients, agents and invitees (including legal costs on a solicitor/client basis, damage to the Venue, the Building or the facilities located within the Building) except where such injury, costs, loss or damage arises by the negligence of INTO-ARTS.

**5. Risk of Hirer and liability of INTO-ARTS**

- (a) The Hirer occupies the Venue entirely at its own risk
- (b) INTO-ARTS shall not be liable to the Hirer or its employees, agents or invitees for any loss of life, personal injury or damage to or loss of property which may be suffered or incurred arising out of the use of the Venue by the Hirer or the conduct of the function for which the Venue is hired
- (c) In no event shall INTO-ARTS be liable for loss of profit or consequential damages in contract, warranty or otherwise to the Hirer arising from cancellation of the booking or otherwise.

**6. Termination**

- (a) INTO-ARTS may terminate this Agreement immediately upon giving notice to the Hirer and/or cause the use of the Venue by the Hirer to immediately cease if the

Hirer breaches any provision of clauses 1, 2, or 3 of this Agreement which are fundamental terms of this Agreement

- (b) INTO-ARTS reserve the right to give 3 months' notice to the Hirer of the termination of any ongoing bookings.

**7. Force majeure**

Performance of this Agreement is contingent upon the ability of INTO-ARTS to complete same and INTO-ARTS will not be liable to the Hirer for any failure to provide the Venue or utility services to the Venue due to causes which are beyond the reasonable control of INTO-ARTS.

**8. No Warranty**

INTO-ARTS gives no warranty that the Venue will be suitable for the use for which the Venue is intended to be hired by the Hirer and INTO-ARTS will not be liable to the Hirer for any loss suffered by the Hirer as a consequence of the Venue proving not to be adequate for the Hirer's use and purposes.

**9. Law**

This Agreement is governed by the laws of the State of New South Wales. The persons signing this Agreement warrant that they are authorised to legally bind the respective parties on whose behalf they have signed this Agreement.

**10. Access**

Access to the Venue will be by a swipe tag or numeric code which will be given to the Hirer before the Hire Period nominated in this contract or negotiated with INTO-ARTS.

**Execution page**

**SIGNED AS AN AGREEMENT**

**SIGNED BY GABRIEL ANNE LAWRENCE**     )  
in the presence of:                             )

.....  
Signature of witness

.....  
Signature

.....  
Print name of witness

**SIGNED BY**                                     )  
in the presence of:                             )

.....  
Signature of witness

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Signature

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Print name of witness

**SIGNED BY**                                     )  
in the presence of:                             )

.....  
Signature of witness

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Signature

.....  
Print name of witness

## SCHEDULE 1

ITEM 1	OWNER	<b>Gabriel Anne Lawrence</b> trading as INTO-ARTS for Health
	ABN	52 262 949 705
ITEM 2	ADDRESS	71 Ryedale Road West Ryde NSW 2114
ITEM 3	VENUE	INTO-ARTS
ITEM 4	HIRER	
ITEM 5	ADDRESS	
ITEM 6	HIRE FEE	Payable on the invoiced due date and in advance for the following month
ITEM 7	HOURLY RATE FEE	\$
ITEM 8	BOND	\$
ITEM 9	HIRE DATE	<b>Scenario (1)</b> Date 1 Date2 <i>Etc.</i> <i>Or</i> <b>Scenario (2)</b> From 1 <sup>st</sup> January to 31 March inclusive
ITEM 10	HIRE PERIOD	<b>Scenario (1)</b> 9am-12noon on each Hire Date per Item 9 <i>Or</i> <b>Scenario (2)</b> Each Wednesday between 9am-12noon during the Hire Period And Each Monday between 2pm-4pm during the Hire Period <i>Etc.</i>
ITEM 11	PURPOSE	

