

GABRIEL ANNE LAWRENCE

AND

(INSERT NAME)

HIRE AGREEMENT

THIS AGREEMENT dated

day of

2020

BETWEEN Gabriel Anne Lawrence trading as Into-Arts for Health

(Owner)

AND The party described as the Hirer at item 4 of Schedule 1 to this Agreement

(Hirer)

RECITALS

- A.** In consideration of the Hirer paying the Hire Fee (Item 6), INTO-ARTS 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), and for the stated Purpose (Item 11), as set out 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, Hourly Rate, Costs and Cancellation

- (a) The Hirer must pay the Hire Fee prior to use of the venue
- (b) If the Hirer has not paid the balance of the Hire Fee up to 48 hours prior to the Hire Date then the Hirer is deemed to have cancelled its booking
- (c) The Hirer must notify INTO-ARTS if it wishes to cancel its booking and if the cancellation is:
 - (i) up to 48 hours prior to the Hire Date then one half of the Hire Fee is forfeited to INTO-ARTS and the balance of the Hire Fee paid by the Hirer will be refunded to the Hirer; or
 - (ii) within 48 hours prior to the Hire Date then the entire Hire Fee is forfeited to INTO-ARTS
- (d) 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
- (e) In addition to payment of the Hire Fee and the Hourly Rate Fee (if applicable), 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.

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 from the Venue and the Building attributable to the Hirer's use and return the Venue to its condition prior to its use by the Hirer
- (d) 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
- (e) 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
- (f) 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
- (g) 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
- (h) is responsible for the conduct and behaviour of all employees, agents, clients and invitees of the Hirer and the loss of any of their property, personal items or equipment
- (i) must not burn naked flame candles and incense in the Venue. *WHO (OH&S) Regulations*
- (j) No smoking is permitted in the Venue or Building
- (k) 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
- (l) must comply with any general Venue use information or reasonable direction provided by INTO-ARTS to the Hirer at any time
- (m) must read and agree to follow the INTO-ARTS COVID safety plan (find as an attached 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 the Schedule

- (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, 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, clients 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

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.

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 numeric code which will be sent to the Hirer at the nominated email address or mobile as an SMS, prior to the start of the booking.

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	Signature
.....	
Print name of witness	

SIGNED BY)
in the presence of:)
.....
Signature of witness	Signature
.....	
Print name of witness	

SCHEDULE

ITEM 1	OWNER	Gabriel Anne Lawrence 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 Studio + Gallery
ITEM 4	HIRER	
ITEM 5	ADDRESS	
ITEM 6	HIRE FEE	\$
ITEM 7	HOURLY RATE FEE	\$
ITEM 8	BOND	\$
ITEM 9	DATE OF HIRE	
ITEM 10	HIRE PERIOD	
ITEM11	PURPOSE	