

HIRE AGREEMENT – THE SHUTTER ROOM

The Old Library Arts Centre
Old Library Building, Rust Ave, Whangarei
theshutterroom@gmail.com

This hire agreement is between **The Shutter Room Collective** and

Contact Details:

Name: _____

Postal Address: _____

Phone: _____ Mobile: _____ Email: _____

Charges 2013	Full day (8hrs)	½ day (4hrs)	Quickie (up to 2hrs)	per week
No lights, empty room, backdrop roll	\$110	\$55	\$40	
Elinchron lights (additional)	\$120	\$60	\$30	
Paper backdrop – use requiring replacement @ \$20/metre				
Additional after hours fee: open up and lock up	\$30	\$30	\$30	
Empty room	\$65	\$45	\$30	
Room with furniture	\$85	\$55	\$40	
Gallery - hire of space				Members \$50 Non-members \$100
Hire of Elinchron Lights - taking out of Studio	\$135	\$70		

Please read the terms and conditions outlined above and sign this form before use of the studio

I / We personally agree to the terms and conditions:

Signature: _____ Date: _____

HIRER

Booking Procedure:

1. email theshutterroom@gmail.com with date, time and amount owed
2. The Shutter Room books on 30 boxes
3. If hiring lights – key/lightmeter available from Shutter Room Reception
4. Photographer uses room / lights
5. invoice generated by volunteer who booked job

PAYMENT

An invoice will be emailed to you, please pay online within seven days.

CANCELATIONS

Please contact the theshutterroom@gmail.com for cancelled bookings within 5 days. Uncancelled/missed bookings will be charged the total quoted at time of booking.

OVERDUE ACCOUNTS

If an account is not paid within 2 months it will incur a late payment penalty of 10% and measures will be put in place to retrieve payment in full. The cost of such debt retrieval will be charged to the debtor.

HIRE TERMS AND CONDITIONS

Hirer to occupy use area at hirer's risk:

The hirer agrees to occupy and use the area at the hirer's risk and release to the full extent permitted by law the owner and the owner's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the use area or the property.

Indemnity by Hirer:

The hirer shall keep the owner indemnified against all claims, actions, losses and expenses of any nature the owner may suffer or incur or for which the owner may become liable in respect of or arising out of:

- a) the neglect or careless use or misuse by the hirer and persons under the control of the hirer of the use area or the property or any of the utilities or other services to the use area of the property or arising out of any faulty fixture or fitting of the hire;
- b) any accident or damage to property or any person arising from any occurrence in or near the use area wholly or in part by reason of any act or omission by the hirer and person under the control of the hirer.

Use of premises by hirer:

The hirer shall use the use area and common areas in accordance with any such The Shutter Room Collective make. The Shutter Room Collective reserves the right to alter or remove, any work, installation or other item(s) that is in contravention of our terms. In such a case The Shutter Room Collective will make all fair efforts to contact the Hirer.

Restrictions on use of premises by hirer:

The hirer shall not:

- a) Use or permit to be used other than for their designed purpose any of the fixtures or fittings in the use area or the property.
- b) Store or use inflammable or dangerous substances upon the area;
- c) Do or permit to be done on the area or in the property anything which in the opinion of the owner may become a nuisance, disturbance or obstruction or cause damage whether to the owner or to other tenants or users of the property;
- d) Obstruct or interfere with any of the entrances or common areas of the property.
- e) Permit any sign, advertisement, name or notice to be placed on any part of the use area or the property without the prior written consent of the The Shutter Room Collective; or
- f) Use the area in any noisy, noxious, illegal or offensive manner or for any illegal purpose.

Condition of Property

The hirer undertakes to clean up all rubbish, and return the space to that in which it was found.

Visual arts exhibitors agree to repair, patch, paint walls (materials supplied by The Shutter Room Collective).

The hirer hereby agrees to cover any costs incurred by The Shutter Room Collective in regard to

- a) Damages to building or property
- b) Security call outs which cause charges to be made to The Shutter Room Collective
- c) Costs of consumables outside those of reasonable expectation
- d) Damages to Artworks
- e) Damage to hired lights (\$500 to cover insurance excess and any other costs incurred in repair)

ALCOHOL

Alcohol may be consumed at exhibition/event openings only, abut not sold.