



WTS GALLERY / JBIRDS VENUE EVENT HIRE AGREEMENT

HIRE RATES per 24 hours:

Bond for ALL hirers: \$100

Starting rate: Business/Corporate: \$200 | Community/Individual: \$100 for EACH space

WTS Staff wage: \$30/hr

Percentage of bar profit may be taken (subject to event purposes)

All events *MUST* end by 11pm

Hirer to tick:

HIRE INCLUSIONS FOR JBIRDS SPACE BY REQUEST:

Hire Agreement includes the following by request (please indicate if required and Coordinator will let you know of availability):

- Professional Stage
- Data Projector

[NOTE: If the Data Projector bulb is damaged, the hirers are liable for the cost of replacement. The bulbs are expensive but will not blow unless knocked/moved when bulb is going and hot. PLEASE READ Warm up and Cool down guidelines before operating.]

- Use of Kitchen and contents
- Fire Drums
- Electricity

This is an agreement between

Name: _____

Address: _____ ('The Hirer')

and

Watch this SPACE Inc. ('WTS')

by which Watch This Space Inc. agrees to hire to the Hirer at 8 Gap Rd, Alice Springs on the following terms and conditions.

Term of Hire

WTS will hire the Venue to the Hirer from:

Start Date & Time: _____

End Date & Time: _____

For the following event: _____

Payment

The "Hirer will pay WTS a hire fee of \$300 / \$200 to be paid in installments as follows:

- a) A refundable (conditions apply) bond deposit of \$100 to be paid prior to the event
- b) The hire fee (\$200 / \$100 for JBirds & the WTS Gallery) also to be paid prior to the event

CONDITIONS OF HIRE

1. WTS Obligations

Watch This Space will:

- a) Maintain public liability insurance in respect of the Venue;
- b) Ensure that the venue is in a clean condition and any pre-existing damage to the fixtures or fittings of the Venue shall be noted;
- c) Ensure that the Hirer has access to the Venue at all times during the term of hire;
- d) Provide use of gallery bathroom to Hirer. NOTE: This access is for Hirer ONLY. Event Attendees do NOT have access to these facilities;

2. Hirer's Obligations

The Hirer will:

- a) Take out and maintain adequate contents insurance, volunteers insurance and workers' compensation for the Hirer's employees, agents and licensees (if any);
- b) Obtain a Liquor Licence for the event if alcohol is to be served;
- c) Provide at least one toilet facility (e.g.: hire a portable toilet) for event Attendee use;
- d) Hire at least one security guard from 6pm until end of event;
- e) Organise their own PA system and sound technician;
- f) Pay a WTS Staff Member to oversee event, set up and pack down if event falls outside regular working hours;
- g) Provide their own bar staff and ensure all staff have valid RSAs;
- h) OUTDOOR EVENT: Not allow Attendees inside the premises – access is for the Hirer ONLY;
- i) Clean and tidy the Venue at the end of the term of hire and maintain the Venue in the condition it was in at the commencement of the term of hire, subject to usual wear and tear;
 - a. A cleaning fee will incur if premises not properly cleaned
 - b. INSIDE EVENT: Floor must be swept and mopped and any marks on floor/walls removed
- j) Allow WTS and its employees, agents and licensees all reasonable access to the Venue;
- k) Acknowledge WTS on all publicity and promotional material, including posters, program and catalogues with logo or as follows:

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- l) Inform the WTS immediately on the Hirer becoming aware of any breakage or damage to the Venue or its fittings or fixtures and pay for any damage or loss suffered by WTS that is caused by the negligence of the Hirer; and
- m) Return all keys to the Venue to the WTS Coordinator at the end of the term of hire.
- n) Not attach in any way to walls, doors, glass, floors, furniture or fittings in or around the Venue any nails, screws, adhesive tape, signs or other item without the prior consent of WTS;
- o) Not interfere with or alter any of the electrical installations, lighting, sound systems or other technical equipment owned by WTS without prior consent;

3. Hirer's Warranty and Indemnity

- a) The Hirer warrants that it has obtained the permission of all copyright owners to stage the event at the Venue, and that the event does not contain any defamatory material to the Hirer's knowledge, and the Hirer indemnifies WTS against any and all claims, costs, actions and damages brought or suffered as a result of breach of this warranty.
- b) The Hirer indemnifies WTS and agrees to keep WTS indemnified against all costs, expenses, claims and liabilities arising from loss or damage to property or injury or death of persons from or during the term of hire.

4. Cancellation

- a) WTS must be given **one weeks** notice if the Hirer wishes to cancel the hiring of the Venue;
- b) Cancellations with less notice will incur the loss of the deposit;
- c) If the Venue is re-hired by another party for this term of hire, WTS shall refund the forfeited deposit to the Hirer.

5. Termination

WTS may terminate this agreement and retain the deposit, if any, if the Hirer has not paid any installment of the hire fee within seven days of the due date under clause 4;

6. Entire Agreement

This agreement constitutes the entire agreement between the parties and may be amended only in writing signed by both parties.

7. Jurisdiction

This agreement will be construed in accordance with the laws of the Northern Territory.

8. Disputes

The parties will submit any dispute that arises out of this agreement to the rules of the Arts Law Mediation Service, a program of the Arts Law Centre of Australia, before having recourse to arbitration or litigation.

Signed for and on behalf of the Hirer:

_____ Print name

_____ Date

Signed for and on behalf of WTS:

_____ Print name

_____ Date

Watch This Space | **ARTIST RUN INITIATIVE**
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Watch This Space is supported by the Northern Territory Government through Arts NT