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## Gerrard's Performing Arts Centre Studio Hire Agreement

Gerrard's Performing Arts Centre (*H.L Barraclough and H.E Iffland*) are pleased that you (*"the Hirer"*) have chosen to hire and use its facilities at 4051 Pacific Hwy Loganholme QLD 4129 (*"The Premises"*). We thank you in advance for your business and will do our best in ensuring that our facilities are well maintained and available for your instructional use. In connection to your proposed hire and occupation of our studio(s) (*"Studios"*) at Gerrard's Performing Arts Centre Premises, the terms of the studio hire agreement (*"The Agreement"*) are as follows:

### 1. ACTIVITIES AND HIRE RATES

**Main Studio \$30/hr – Sprung Dance Floor, Mirrors, Barres, Sound System, Air Conditioning**

1.1 In consideration of your payment of our hire fees set out in the Hire Rate, the said studio is/are made available for hire for the purposes of

\_\_\_\_\_ (*"Activities"*)

during the reserved time slot.

### 2. CONFIRMATION

2.1 To confirm your reservations, you are required to make payment of the hire fees at least **1 week in advance** of the commencement of your first session. You are also required to provide us with a copy of your public liability insurance.

2.2 Upon payment of the said fees, and received public liability certificate, and received signed hirer agreement, Gerrard's Performing Arts Centre shall hold and reserve the said Studio for you at the said Reserved Slot(s) over the entire hire period.

2.4 Gerrard's Performing Arts Centre shall not be obliged to reserve the said Reserved Slot(s) for you until we receive full payment.

2.5 Permanent Hirers will receive invoices monthly via email. Payment is required in to secure all bookings in advance.

### 3. CANCELLATION AND EXTENSION OF TIME

3.1 To cancel your booking, you must provide at least 1 weeks notice to receive a refund, so that we may be able to assign the hire time to another group.

3.2 No refund shall be made for any cancellation made 24 hours or less before the Reserved Slot.

3.3 Gerrard's Performing Arts Centre reserves the right to change or cancel bookings. We will endeavour to provide you with as much notice as possible. We will provide a full refund if the cancellation is made by Gerrard's Performing Arts centre.

3.4 Any extension of time beyond the Reserved Slot shall be subject to the availability of the said Studio according to studio availability. Such extensions shall be charged in blocks of 30mins.

3.5 To avoid additional charges, you are required strictly to vacate the studio by the end of your allocated time slot hired. Extension charges will be applicable thereafter and will be charged in blocks of 30mins.

### 5. GENERAL

5.1 This agreement applies strictly between you, the hirer and Gerrard's Performing Arts Centre. You shall not at anytime licence, assign or transfer the Reserved Slot without our written consent and approval.

5.2 The Premises shall be used strictly and solely for the Activities prescribed herein, to wit, dance, physical fitness and/or other related activities duly approved by Gerrard's Performing Arts Centre. Any other activities shall be deemed unauthorized except

with the written authorization from the Studio management. Gerrard's Performing Arts Centre reserves its rights including the right to refuse, restrict and/or terminate any unauthorised activities.

**5.3** Should the Premises be used for any unauthorized activities as described in Clause 6.2 Gerrard's Performing Arts Centre or its authorized staff(s) shall have the sole discretion to terminate, without notice, this agreement unilaterally and no refunds of Hire Fees shall be made. All other rights available to Gerrard's Performing Arts Centre is also hereby expressly reserved.

**5.4** You shall undertake to ensure appropriate conduct of yourself as well as of your students, participants, observers and/or accompanying individual(s) and/or any other persons allowed into our premises by you, in upholding the image and reputation of Gerrard's Performing Arts Centre over the entire course of the Hire Period. Gerrard's Performing Arts Centre reserves its rights in its sole discretion to refuse such groups and or individual(s) from entering its premises in the event that it deems that the said group's his/her conduct is inappropriate.

**5.5** You shall undertake and observe the rules and regulation governing the use of the studio as made by Gerrard's Performing Arts Centre.

**5.6** You Shall undertake to make good of any damage and/or loss to the premises, its equipment, its fixtures and/or fittings during the course of the Hire Period. It shall be your sole responsibility to ensure that the premises, its equipment, its fixtures and/or fittings are left in their respective original condition before leaving the Studio.

**5.7** Please be mindful and respectful of the other businesses in the complex. Please do not loiter in front of the building.

**5.8** No smoking allowed on the premises or in front of the building. Smokers will need to smoke at the end of the street.

**5.9** Please keep music volume down as low as possible as not to disrupt our neighbours.

**6.0 STRICTLY NO ALCOHOL is permitted on the premises.**

**6.1 CHILDREN** - All children must be supervised at all times by a parent/guardian. Children are not allowed out in the car park unaccompanied or any other part of Gerrard's Performing Arts Centre unless Gerrard's Performing Arts Centre gives approval.

**6.2 CLEANING** – The studio must be left clean. We will take care of the majority of the cleaning, however the floor must be swept by the hirer, toilets checked and **all rubbish must be taken with you.**

**7.5 FLOOR** – No outside footwear on the tarquette dance floor. Please remove footwear before entering the studio. Any Damage to the floor, mirrors, walls, fixtures, or Bathroom will be charged to the hirer.

## **7.6 Fire, Evacuation and First Aid**

**You are responsible for the occupants of the building once you hire the studio. It is important to familiarise yourself with the exits of the building, fire whistles to sound the alarm, fire extinguishers location, and assembly point. You must provide your own first aid kit for your students/participants, as well as have someone on site that is up to date with their first aid training. You must also keep a record of all people on site in case of an evacuation so you can account for all persons at the assembly point.**

**7.7** Gerrard's Performing Arts Centre has its own fire evacuation procedure in place. Please see attached our GPAC fire evacuation procedure (You nominate your own fire wardons) and our Floor plans for fire exits

**7.10** The assembly point is at the park across the road.

## **8. DISCLAIMER**

**8.1** You shall indemnify Gerrard's Performing Arts Centre against any claims whether monetary or otherwise made by or on behalf of your student(s), participant(s), observers, accompanying individual(s) and or any other persons allowed into our premises by you, including but not limited to personal injury, theft of personal property(s), damage to personal property(s) etc.

**8.2** In the event of any injury or death of any of your student(s), participant(s) during anytime that they are in the premises, you shall undertake not to hold Gerrard's Performing Arts Centre or its Staff(s) responsible and/or liable whatsoever and howsoever arising. It shall be your sole responsibility to take appropriate insurance coverage. You are responsible for any students or people coming into the studio during your hire time.

**I confirm that I have read, understood and agree to the terms and conditions contained herein. I hereby further confirm that I am in the full capacity to into the mentioned Agreement and hereby affix my signature and business/company seal (if applicable) below in acceptance of the offer:**

**Date:** \_\_\_\_\_

**Name of Hirer:**\_\_\_\_\_

**Address:**\_\_\_\_\_

**ABN:**

**Email Address:**

**Contact Number and Person**\_\_\_\_\_

**Insurance Certificate Attached YES NO**

**FIRE EVACUATION PLAN SIGNED and Attached YES NO**

**Signed(Hirer):**

\_\_\_\_\_