

## **EXAMPLE HIRE AGREEMENT**

AN AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND & \_\_\_\_\_ BETWEEN Factordean Ltd trading as The Pantomime Store of 205, Bexhill Road, St. Leonards-On-Sea, East Sussex TN38 8BG (hereinafter referred to as The Lessor) of the one part A N D \_\_\_\_\_ (hereinafter referred to as the Hirer) of the other part. **THE PARTIES HERETO AGREE TO ABIDE BY THE SCHEDULE HERETO.**

### **SCHEDULE**

1/ The Lessor agrees to make available to The Hirer the sets and scenery for the pantomime production \_\_\_\_\_ complete with \_\_\_\_\_ for the Hirer's pantomime production of \_\_\_\_\_ at the \_\_\_\_\_ Theatre for the period commencing: \_\_\_\_\_ and concluding on the \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand & \_\_\_\_\_.

2/ The Hirer shall collect and return the aforementioned sets and scenery from the Lessor's stores in Suffolk and ensure safe transportation to and from the aforementioned venue.

- 3/ All transportation costs for delivery to The Hirer's venue and return to The Lessor's stores, shall be paid by The Hirer.
- 4/ The Hirer confirms he shall not permit access or use of the scenery and sets by any unauthorised person/s or company.
- 5/ The Lessor shall ensure the scenery and sets are in a good state of repair and presentation at the time of collection from it's stores. (Please see any notes attached)
- 6/ **CONSEQUENTIAL LOSS**
- (a) The Hirer shall not hold The Lessor liable in any way for any loss or losses, financial or otherwise which he may sustain as a direct result of any breakdown or damage sustained to the sets and scenery or allied equipment or components which may occur during rigging, de-rigging, Get In, Get Out and during transportation or performance.
- (b) The Lessor shall not accept any liability financial or otherwise for any repair or hire costs from another supplier which is sustained by The Hirer as a direct or indirect result of damage or failure of the sets and scenery.
- 7/ The Hirer shall obtain the agreement of the Lessor in respect of the haulage company to be engaged by the Hirer for the transportation the sets and scenery to and from the venue as stated herein.
- 8/ The Hirer shall ensure that haulage companies put forward for consideration are known to be well experienced in the transportation of theatrical scenery and effects.

9/ **INSURANCE**

The Hirer shall effect All Risks insurance cover for the sets and scenery to a replacement value of £ \_\_\_\_\_ (In Words) and shall furnish the Lessor with an authorised copy of the Certificate of Insurance. All risks shall be deemed to include:- theft, destruction or damage by fire, water, loss due to negligence road accident, negligence of the Hirer's employees, general public, ticket paying patrons, artists and personnel authorised or not to operate or move the sets & scenery.

**Example Agreement Only continued...**

10/ The Lessor shall not be liable for any injury or death sustained to any of the Hirer's employees or artists appearing within the production he is presenting or Any member of the general public or any third party by the scenery whilst it is in the possession of the Hirer for the duration of the this agreement.

**11/ FINANCIAL**

- EXAMPLE ONLY**
- (a) The total Hire Charge shall be £ \_\_\_\_\_ (In Words)
  - (b) The Hirer shall pay to The Lessor a deposit of twenty percent of the total hire charge upon signing this agreement.
  - (c) The Hirer shall pay the balance of the Hire Charge as follows:- \_\_\_\_\_ plus v.a.t. and Load On/Load Off costs stated below
  - (d) The Hirer agrees to pay Load on/Load off charges at the collection and return of the scenery to the Lessor's stores. The charges shall be four men at £35 per man each session. (£140 X 2 Sessions = £280-00)
  - (e) In the event of none payment by the Hirer to the Lessor in respect of this agreement, the Lessor reserves the right to request from the appropriate authority where the sets and scenery are in situ permission to enter the said venue or premises and remove the same forthwith.
  - (e) In the event that the hire period be terminated by The Hirer, earlier than the agreed period of hire as stated herein, either for reasons by or beyond his control he shall be liable to pay to the Lessor any outstanding hire charges that would havebeen applicable to the conclusion of the hire period.

12/ The Lessor shall provide the Hirer with Ground Plans and Colour pictures of the sets.

**NOTES:-**

(1) The Lessor hereby advises that \_\_\_\_\_

It is agreed and understood by the parties hereto that this agreement shall be deemed **NULL & VOID** in the event that The Hirer is unable to present his production on account of national mourning, riot, war, civil disorder, strike or lock out.

**DECLARATION**

We the undersigned have read and understand the terms and conditions contained herein and our signatures below confirm our agreement thereto.

Signed.....The Hirer

Signed.....The Lessor