



*Artworks Community Theatre: the complete Island Theatre experience...*

*We offer a great venue on a wonderful island, together with a range of event-management services to support patrons and audiences alike.*

## CONTRACT FOR HIRE OF ARTWORKS COMMUNITY THEATRE

The details of your booking are set out below. Please check that these are correct, then:

- A. Fill in any details not already supplied on this form;
- B. Sign and date after reading and agreeing to the conditions of hire; and
- C. Return the form to the Theatre office with your payment.

EVENT:	DATE/S:	START TIME:	FINISH TIME:

<b>EVENT ORGANISER:</b>	
<b>NAME:</b>	
<b>ADDRESS:</b>	
<b>EMAIL:</b>	
<b>PHONE hm/wk:</b>	<b>MOBILE:</b>

<b>PERFORMANCES: provide a brief synopsis / EVENT: describe what / who / how many people are involved</b>

<b>TICKET PRICES (if applicable):</b>					
ADULT		FAMILY		STUDENT	
SENIOR		CHILD		OTHER	

<b>HIRE CHARGES (see pg 3 for Costing Schedule worksheet):</b>		
HIRE CHARGE \$		
LESS 50% DEPOSIT \$		Due immediately
BOND (\$150 for new Hirers only) \$		Due immediately
BALANCE DUE \$		Due w/in 7 days of event

<b>I CONFIRM HIRER GROUP IS</b> (see pg2 — circle as appropriate)	<b>COMMERCIAL</b>	<b>COMMUNITY</b>
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<b>I have read and understand the Conditions of Hire, and agree to abide by them:</b>			
Signed for Hirer		Date	
Signed for Artworks		Date	

**Before completing this form, please determine your category:**

**Definition of Categories**

**1. Community**

- 1.1. Voluntary, charity and educational groups providing entertainment and/or service for the community.
- 1.2. Semi-professional groups (off- and on-Island) providing entertainment for the community.

**2. Commercial**

- 2.1. Profit-making groups, individuals and organizations whose objective is to profit from the proceeds from the use of the Theatre.

**3. Conference facilities & corporate use**

- 3.1. Due to the unique requirements of each conference and corporate event, this agreement does not apply to this type of use. Clients will need to contact the Theatre to arrange a consultation to determine specific requirements and associated final costing.

Please understand that while the Theatre building is owned by Auckland City Council, its contents and fittings are not. The Theatre is currently administered by The Artworks Theatre Incorporated Society. The Theatre has a funding agreement with Auckland City Council and other funding providers. We are grateful for the support from Auckland City Council, and we are indebted to our volunteers and helpers whose efforts keep us going.

## COSTING SCHEDULE

	No. Of Events	Hours Req'd	Professional Rate	Community Rate	Total Charge
Hire of Theatre for Public Events			\$60 / hour (min 3h Fr/Sa)	\$30 / hour (min 3h Fr/Sa)	
Hire of Theatre for Group Use			\$30 / hour	\$15 / hour	
Packing In/Out			\$200	\$100	
Technical Support/Rigging			\$50 / hour	\$50 / hour	
Hire of Stage Lighting			\$50 / hour	\$25 / hour	
Hire of Sound System			\$50 / hour	\$25 / hour	
Hire of Digital Projector on site			\$20 / hour	\$10 / hour	
Cleaning (and Consumables)			\$30 / hour	\$30 / hour	
Advertising, Posters & Tickets (120 seated max, by arrangement)					
Booking / Ticket Selling Services			10% of ticket sales	10% of ticket sales	
Piano Hire (incl tuning)			\$120	\$60	
Front of House Staff Hire			\$30/hr	\$20/hr	
Kitchen Hire (by arrangement)			\$50 / performance	\$25 / performance	
				<b>TOTAL CHARGE:</b>	

## **Terms & Conditions of Theatre Hire**

***The Theatre is a community space, with volunteers working collectively to run and maintain it. It is therefore expected that you, as hirer, care for it, keep it clean, and leave it as you would expect to find it.***

IN ALL CIRCUMSTANCES, THE THEATRE MANAGER IS THE HOST TO ANY PRODUCTION TEAM RUNNING AN EVENT AT THE THEATRE AND TAKES RESPONSIBILITY FOR THEM. The Hirer is the host to their audience and takes responsibility for them. This clarification of responsibilities is important when breaches of law or compromises of safety codes occur during an event.

### **1. HIRE CHARGES**

#### 1.1 Deposits

A deposit of 50% of the total hire charge is required for all bookings. This must be paid in advance before any booking can be confirmed. Any date, or dates booked will remain available to other hirers until the deposit has been paid. If a bond is paid, (new hirers only) this bond will be refunded at the end of the contract, if all conditions are met.

#### 1.2 Payment

The deposit is payable at the time of booking confirmation, and with the lodgment of the completed contract. The balance of the hire charge is required no later than one week after the date of the event. If deposit is not paid by the due date, the Theatre reserves the right to cancel your booking. Cheques should be made payable to "Artworks Theatre" and submitted with the completed contract. Alternatively, payments may be direct credited to Artworks Theatre's ASB a/c: 12-3114-0139944-01.

#### 1.3 Ongoing Hire/ Long-term Hire

Weekly hirers are not required to pay a bond. Weekly hirers must make arrangements to have their Theatre usage paid regularly, and are requested to make electronic payments directly to Artworks Theatre's ASB a/c: 12-3114-0139944-01.

#### 1.4 Chargeable Hours

Theatre hourly rates apply from 8am - 12 midnight. In the event that the Theatre is unusable by other users due to the storage or setup of the Theatre space, the hirer will be charged on an hourly basis from 8am - 12 midnight. Artworks Theatre takes no responsibility for anything left in the Theatre.

#### 1.5 Charges for Exhibiting

Charges are negotiable dependent on purpose, duration and space. Seek advice from Theatre representative.

#### 1.6 Production Meetings

All productions must be discussed with the Theatre Manager on-site before dress rehearsals begin. It is envisaged that a minimum of two meetings for theatre productions will take place between the hirer and the production team.

### **2. BOND**

A bond of \$150 applies to new hirers. This covers such eventualities as loss of keys, damage to Theatre, or the Theatre being left in an untidy condition. This may be paid in cash or, alternatively, a signed cheque may be left with the Theatre. The bond will be refunded after the premises have been checked by Theatre management and the keys have been returned. Items left uncollected in the Theatre will become the property of Artworks.

### 3. SPECIAL EQUIPMENT

The Theatre is equipped with a basic set of lighting and sound equipment to be used only by authorized operators (charges as above; see also §9). Special equipment such as extra lighting or sound, stage effects or other presentation equipment must be supplied by the Hirer.

### 4. CANCELLATION CHARGES

4.1. Where a booking is cancelled up to two weeks prior to the event, half of the deposit will be refunded.

4.2. Where a booking is cancelled within one week of the event, no refund of any part of the deposit shall be given.

### 5. TICKET SALES

Artworks Theatre offers to facilitate the ticket sales for your event/s and, in this event, will provide Front of House services at no additional charge.

NOTE: The Hirer has the option of taking up to 50% of the printed tickets away to pre-sell. If this is done, the Hirer must present all ticket details to the Theatre Manager, prior to the release of door sales tickets. No door sales can be made until the pre-sold tickets are counted in.

The Theatre is to be used on all publicity material as a point of contact for pre-sell tickets. Patrons can book 24 hours a day by phoning 372-2941 or emailing ArtworksTheatre@gmail.com. The Booking manager will collect the details of the bookings and contact the patrons to confirm them.

### 6. THEATRE BAR

**The Theatre will run the café and bar for public events as appropriate. Hirers may choose to operate the bar within the legal framework of the current licensing laws.**

If your event requires the use of the bar, this needs to be arranged at the time of booking with the Theatre Manager. The Theatre is solely responsible for the administration of the On-Licence. **BREACHES OF LICENSING LAWS BY THE HIRER OR ITS AUDIENCE WILL RESULT IN THE BAR BEING CLOSED.** The hirer must comply with ALL requirements under current Licensing Laws. This includes providing a licensed Bar Manager, displaying all required notices, and monitoring the boundary. Theatre Management is unable to take responsibility when a hirer has contracted to an outside supplier of alcohol for an event and a breach of the Liquor Licensing laws has occurred.

**Please Note: The Theatre is the Licencee and bears the burden of any infringement. In the instance of any suspected infringement, Theatre officials are within their rights to close the bar during an event.**

### 7. ACCESS TO THEATRE

A Theatre representative will either provide access to the Theatre at a pre-arranged time or a key code may be provided. Any keys handed out must be returned (dropped into the Theatre mail slot in the wall between the Theatre and Office doors) at the end of the hire. Theatre representatives (as advised) must be informed immediately of any problems that arise. Details of contact numbers will be provided by the Theatre representative.

## 8. PUBLICITY

The Theatre's phone number and email address (372-2941; ArtworksTheatre@gmail.com) must be included on all publicity material for pre-sell bookings. The Theatre will include details of the event, performers and ticket prices as well as any other information provided well in advance on their website.

Artworks Theatre offers a range of support services to assist you in advertising and promoting your event / production. Please discuss this with your Theatre representative at the time of booking; additional charges will apply, subject to requirements. Copies of promotional material will be retained for the Theatre's archives.

## 9. TECHNICAL REQUIREMENTS (LIGHTING & SOUND ETC)

Technical requirements in respect of lighting and sound should be discussed at the time of booking. Note that charges are applicable (see Costing Schedule, pg 3) for the use of technical support in the rigging of lights and sound. **The Theatre's technical equipment may only be used by pre-approved operators.** At the end of the hire period, if hirers have used any extra equipment – either their own, or external hire equipment – the hirer must remove these items. The Theatre takes no responsibility for items left behind in the Theatre by hirers.

## 10. PIANO HIRE

If you require the use of the Theatre's piano, please make this known at least seven days in advance of the performance date so that it can be tuned.

## 11. CLEANING

Where the Theatre is being used over an extended period, it is the Hirer's responsibility to maintain the dressing room and backstage areas in a clean and safe condition. All food must be removed from the Theatre at the end of each day's use throughout the hire period. For Group Hire, cleaning of the Theatre is to be carried out immediately after each use: stage blocks, tables and chairs (stacked in 5s) must be cleaned and returned to their original locations. The vacuum cleaner is kept in the side passage. **Please leave the Theatre as you would wish to find it!**

## 12. RUBBISH

**Hirers must remove all rubbish from the Theatre.** Additionally, the deck and courtyard immediately outside the Theatre should be swept for cigarette butts and rubbish. The Theatre has Council-supplied rubbish and recycling bins (1 of each) parked next to the pump shed in the top carpark. The bins outside the Theatre are to be emptied into the Council bins after each event.

## 13. NOISE

Amplifiers and loudspeakers must be kept to a reasonable level, and must not be used later than midnight on Friday and Saturday nights, and after 11pm on other nights.

## 14. DAMAGE OR LOSS OF THEATRE EQUIPMENT

The Hirer is responsible for any loss, breakage or damage to facilities in the Theatre and at Artworks, including furniture, fittings and all technical equipment during the period of hire, and will be charged for any replacement or repair costs incurred by the Theatre in replacing or repairing its property to the same condition it was prior to the hire period. **All property, including musical instruments, exhibits etc brought into the Theatre by the hirer, or belonging to the hirer, is not the responsibility of the Theatre. Hirers must carry their own insurance for any loss or damage to any person or property associated with them, or for any costs incurred by them.**

## **15. NO SMOKING**

Smoking is prohibited inside the Theatre, and there are signs to this effect throughout the building. The hirer is responsible for enforcing this provision; however, the Theatre's representative has the right to enforce this ban also, and will remove from the premises anyone seen to disregard the ban. NOTE: If 'Smoke' or 'Smoking' is required as part of the event, then the Theatre Manager must be notified in advance to ensure that the necessary steps are taken to meet fire safety standards.

## **16. CATERING**

Please discuss food and beverage requirements with the Theatre Manager at the time of booking. The Theatre's TimeOut café may be able to fulfill your requirements. **Hirers are not permitted to use kitchen facilities without prior consent from Theatre manager. Please respect the high standards of the kitchen and adhere to current Food Handling regulations.**

## **17. THEATRE OFFICERS**

All questions or problems should be addressed to the Theatre Manager or to a representative designated by the Theatre Manager.

## **18. SUPERVISION OF CHILDREN IN THE THEATRE**

All children are the responsibility of their parents or caregivers. If that responsibility is handed over to a Supervisor for the duration of a User-Group's hireage, then that supervisor and the User-Group representative are jointly responsible for that child in the Theatre. This includes supervision in and around the toilets. **Where a child is out of the vision of a supervisor or User-Group representative, then that child is deemed to be unsupervised.** The Theatre cannot take responsibility where a child is unsupervised.

## **19. FIRE SAFETY**

The New Zealand Fire Service requires that the Hirer nominate four people to be familiar with the basic safety procedures and safety equipment in the building. This will be presented to the Hirer at booking. In addition to this, the Theatre requires a Fire Safety Officer to be present at all events. The guidelines for Fire Safety requirements inside the Theatre and outlines for all the exit doors and fire extinguishers are attached. It is the responsibility of the Hirer to keep the exit doors clear at all times; the central aisle and a clear aisle from the centre of the auditorium to the fire exit stairs must be maintained in all seating layouts.

## **20. RIGHT OF REFUSAL**

Artworks Theatre reserves the right, without explanation, to decline any booking, or to refuse entry to the Theatre by any person or group. Under no circumstances may a hirer sub-let any part of the Theatre.

## **21. BREACH OF CONDITIONS**

Any breach of these conditions may result in:

- 21.1 Closure of the event;
- 21.2 Refusal to accept future bookings; and/or
- 21.3 Theatre retaining the Bond and deposit held.

## **22. SECURITY (applicable on agreement)**

If it is a condition of hire that Security staff are present at the event, the hirer must present the names and contact numbers for the personnel they wish to use. These names may be checked with the Waiheke Police. The number of Security Staff required is determined by Artworks Theatre.

## **23. CONFERENCE/CORPORATE USE IS SUBJECT TO SEPARATE NEGOTIATION.**