Hirer Name:	
Phone Number:	-
Email:	-
Address:	
	Postcode:
DATE of Hire Agreement:	

This contract represents an arrangement between SPUD and "Hirer" as named above. The following agreements apply to every instance in the future in which Renter uses SPUD's Observatory space for any purpose. If Hirer fails to uphold any of the following agreements, the Hirer's access and privileges may be revoked.

## The Space

The Gallery space is approx. 2.7mtrs high with 40 sq mtrs floorspace (5 x 8mtrs) and 30 linear mtrs of hanging space.

Access gallery is through the front doors of the SPUDWorks building. Temporary parking is available immediately outside for unloading.

There are two independent office spaces leading off from the Gallery. Tenants may need to access these spaces through the Gallery and Hirers should ensure that this access is not blocked by exhibits. These doors also provide secondary Fire Exits in case of emergency.

There is a finite total building capacity limit of 120 people for Health and Safety reasons.

The Workshop Space is adjacent to the Gallery and is in use continuously. Gallery hirers should take this into account in designing the layout of the exhibition.

Walls are composed of Brick and MDF currently. Hirers must ensure that any fixing points are appropriate to the scale, weight and composition of the works. Fixings should be removed on take-down of the exhibition and the walls made good. SPUD reserves the right to approve the quality of the finish. If this is judged insufficient or of inferior quality SPUD reserves the right to make good and charge the Hirer for this work.

All works must pass appropriate fire checks and an exhibition Risk Assessment undertaken by hirer and produced to SPUD on request.

Three-dimensional works placed on the Floor should be placed in such a way as to allow for safe exit from the building in case of emergency. Work should be static and secure to avoid activating the buildings movement sensitive alarm system.

**Insurance.** The Hirer should have Public Liability Insurance of minimum £5,000,000 if the exhibition is to be open to the public. Works on show should be insured by the Hirer. SPUD will take no responsibility for any loss or damage to the works.

**Invigilation.** Hirers are solely responsible for invigilation of the Exhibition including opening and closing. SPUD will take NO responsibility for staffing the Exhibition.

Sales. If works are offered for sale SPUD will normally expect a commission of 30% on the net sale price.

## Accessibility

Parking is very limited so please only use the adjacent car park for dropping equipment off then find a suitable parking space in the village. There is ample free parking on the streets and at Jubilee Fields Recreation Grounds. A single disabled parking space is available adjacent to the building. Please do NOT park in the Forest Lodge Car Park – this is Private Property. It is the responsibility of the workshop organizer to ensure that participants abide by this rule.

**Hire Fee:** A fee of £80 per day (or £500 for 7 day week hire) plus any additional set up and clear out time, charged per half day. The hire charge does not include use of the workshop space, which is charged separately if required. Hire is payable by cheque or BACS or Paypal to SPUD in advance of taking up occupancy.

**Deposits:** for an Exhibition within 4 weeks of signing a contract, full payment should be made at the time of booking. For all other Exhibitions, 20% deposit should be made at contract signing, with the balance payable 4 weeks prior to the Exhibition.

<u>Please send a copy of your Public Liability Insurance</u> along with this booking form (if you don't have public liability in place this can be purchased cheaply through Artists Newsletter).

Pie	ase lick payment method.		
	Cheques payable to: SPUD		
	BACS: Account Number - 20355214	Sort Code – 60.83.01 /Reference: Exhibition Hir	e
	PayPal: mark@spudgroup.org.uk		
Hire	e Period (s):		
Fro	m:	То:	
Fro	m:	То:	

## Terms:

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- 1. Payment of the full invoiced amount (less any deposit, if applicable) should be received at least 4 weeks prior to the booking, or immediately upon booking when the booking is made less than 4 weeks in advance
- 2. Either party may cancel this booking, providing a minimum of 4 weeks notice prior to the booking date is given in writing
- 3. SPUD is not liable for any injury or lost/stolen property.
- 4. No smoking, burning incense or open flames anywhere in the building
- 5. Hirers should not leave any valuables on display when the building is unoccupied.
- 6. Hirers assume responsibility for the security of the space during each hire period. This includes locking up and storage of any equipment.
- 7. Hirers cannot provide catering or bar facilities or bring in food or drink without prior agreement with SPUD
- 8. For any urgent issue that might compromise the structure of safety of the building, please call Mark Drury on **07881 950196**. Or Emma Chesters on **07970 898436**
- 9. Hirers are responsible for replacing any broken or damaged property caused by hirer and/or hirer's party. Any damages sustained to the building shall be rectified or compensated with seven (7) days.
- 10. Any lost or damaged keys for the building (if applicable) should be reported to SPUD immediately and replaced at cost to the Hirer.

- 11. Modification. This Agreement may be modified only by a written agreement signed by both parties.
- 12. Subletting and Assignment. Hirer will not assign this Agreement or sublet any part of the building.
- 13. Hirer is solely responsible for carrying her/his own public liability insurance a copy of which must be supplied to SPUD prior to taking up occupancy.
- 14. The Hirer hereby agrees to accept full responsibility for and indemnify and hold harmless SPUD its officers and Trustees from any damage, losses, expenses or liability to third parties that may arise during and are related in any way to the Hirer's use and occupancy of the facility, to the extent such damage, loss, expense or liability arise out of negligent acts or omissions of the Hirer.
- 15. If the hirer has been given keys and access to the building then he/she must take full responsibility for setting the alarms and locking up if they are the last to use the building.

## **SPUD Liability Statement**

I certify I have read, understand and will abide by the terms and regulations above.

Signing this agreement assumes full knowledge and acceptance of the above terms

		Date:	
Hirer Signature	Print Name		
	Mark Drury	Date:	
Signed on behalf of SPUD	Print Name		

SPUD is a Charitable Incorporated Organisation - Registered Number: 1160358