

Equipment & Facilities Hire Agreement

This agreement outlines the responsibilities of any individuals, groups, organisations, or others that use, hire, or borrow facilities and/or equipment from Creative Sounds Society Inc. This agreement also covers situations where equipment is hired and used on-site at The Stomach or offsite at any other location.

Terms Used

Creative Sounds Society Incorporated - will be referred to as CSSI.

The Stomach - refers to CSSI facilities at 84 Lombard St. Palmerston North.

Client - refers persons, groups or individuals who hire, borrow, or use CSSI equipment and/or facilities.

Conditions of Hire & Use

All equipment remains the sole property of CSSI at all times. Loss damage, theft of any items shall be the responsibility of the client. All costs of repair and/or replacement of items must be paid for in full by the client.

The client will be responsible for the return of all equipment to CSSI at the agreed time and place. Failure to do so will incur additional fees to be paid by the client.

The client will be responsible for any and all actions of any and all persons using the equipment.

The client will be responsible for any damage (normal wear and tear excluded), to the equipment and/or facilities during their hire or loan.

The client will be responsible for reporting any damage, malfunction, fault, wear and tear or anything that might affect the safe or effective use of equipment or facilities to CSSI in a timely manner.

The client will be responsible for the security of CSSI facilities & equipment during and immediately after their use of The Stomach. Principally this will involve ensuring that either a staff member or volunteer is present onsite before vacating The Stomach; or that all windows and doors are locked when The Stomach is vacated or unsupervised. Any loss, damage, or costs arising from a failure to meet this condition will be the responsibility of the client.

CSSI may at any time require the return of any or all equipment hired or loaned to the client; and/or

may at any time require the client and any associated individuals or groups to leave The Stomach or terminate the hire, loan, or use of facilities and/or equipment

if a situation arises that in the opinion of CSSI, it's staff, or volunteer responsible:

- unreasonably impedes or adversely affects the enjoyment or health and safety of other people at or around The Stomach or any other area; or
- puts people and/or property at risk; or
- has caused loss or damage in relation to the equipment; or
- breaches any of these terms and conditions or those outlined in other relevant CSSI policy; or
- any of the situations listed above is likely to occur.

CSSI staff and or appointed representatives will make the final decision with regard to responsibility in the event that damage, loss, or any other situation outlined above occurs.

Client Acknowledgement

By signing this agreement - or by using, hiring, or borrowing equipment or facilities from CSSI or The Stomach - you agree to the terms and conditions as outlined in this agreement, any subsequent correspondence with CSSI or its representatives, and all other relevant CSSI policy.

Furthermore, by agreeing you indemnify CSSI (and CSSI's employees or agents including volunteers) against all claims, demands, losses, damages, costs, and expenses arising from your use, hire, or loan of The Stomach and/or CSSI equipment.

Client Signature: _____

Date: _____

Creative Sounds Society Inc. current policy, terms & conditions, as well as complaints procedures are all available for viewing online at www.creativesounds.org.nz/documentation