

AYUP Prop Hire Agreement

Duration of Hire - This Agreement shall commence on the Delivery or Pickup Date and remain in full force and effect until Equipment is returned to Owner., usually at bump out. Renter shall return the Equipment on or before the agreed date, unless terminated earlier consistent with the terms below.

Payment - Payment is to be made in full on or before delivery/ collection of props. Bond, if needed, will also be made at that time

Instruction. The Hirer acknowledges that he/she has received adequate instructions on the correct use of the equipment, which may include a demonstration or verbal or written instructions.

Security / Bond. Hirer may be asked to pay a bond. Owner may use the bond to cover the cost of damaged equipment and not general wear and tear.

Care & Location Equipment is to be used in a careful manner.

Outside use – where equipment is to be used outside for a production, it is not to be left outside in the elements overnight. but stored in a car/house, road case etc.

Inside use. - Sorted away from areas the general public can access. Some props, such as replica weapons, will be required to be stored out of sight.

Loss or Damage. The Hirer shall alert AYUP to any loss/damage to the equipment as soon as possible. Equipment shall not be repaired or altered without AYUP prior consent. The Hirer may be responsible for the cost of replacement for loss or damage to equipment and lose the bond where applicable.

Restrictions for Use. Hirer shall not permit the equipment to be used in a purpose that it is not designed for by any person or to store the equipment in a manner likely to cause damage or loss to the equipment, to property or to cause injury. Where required safety briefings for cast and crew are to be conducted if required using a provided info sheet. Hazardous props, such as nooses, will require a safety walk through for each performance or rehearsal they are used.

AYUP Presence. If the presence of AYUP staff is required to oversee, inspect operate the equipment, that cost will be included in the hire fee.

In some situations some props will require inspection prior to each performance, such as when metal swords are used for combat, AYUP staff will attend the site prior to each performance to conduct the inspection. AYUP staff will endeavour to be as unobtrusive as possible and to have left the site 30 minutes prior to the performance.

Condition of Equipment. AYUP acknowledges that renter has examined the equipment and that it is in good condition except as otherwise specified at the bottom of this agreement.

Return of Equipment. The hirer shall return prop/s on the date agreed, usually at bump out, in the same condition as the Hirer received it, except for normal wear and tear. The Hirer shall return all the equipment to Owner by the agreed return date and location. If equipment is not returned by the said date, without making alternate arrangements with Owner, the Owner reserves the right to take any necessary action to regain possession of the props and charge or withhold from a bond \$25 per day as a late return fee.

Termination. This Agreement shall terminate on the day after return of all equipment.

Indemnification and Liability. Hirer shall indemnify, defend and hold harmless AYUP from and

against any claim, demand, cause of action loss or liability (including attorney's fees and expenses of litigation) for any property damage, or personal injury arising from Hirer's or any other person's use of equipment by any cause. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. In no event shall AYUP be liable for any indirect, special or consequential loss or damages arising from Renter's use of props, including but not limited to loss of profits and loss of revenue, even if informed of the possibility of such damages.

Privacy, AYUP will only store electronically, locally,

- The dates of the hire period
- The production and Theatre company name
- prop/s hired
- amounts charged,
- if a bond was deposited
- If the bond was returned or fully or partially forfeited and if so why

AYUP will only store on the internet or cloud

- If a prop is on loan
- If a prop is reserved for a period.

Prop Hire Agreement –

Acceptance. The Hirer hereby unconditionally accepts the above terms and conditions and acknowledges that its acceptance is a condition preceding to taking possession of the equipment from AYUP

I / We have read and agree with the conditions of hire set out above.

Hirer Name _____

Theatre Company _____

Theatre Address _____

Phone _____

Email _____

Drivers Licence Number _____

Hire of

Use Location:

☐ Inside

☐ Outside

Hire

Date from _____ to _____

(Late fee may apply if not returned by this date.)

☐ Reservation to be delivered on _____

Hirer Signature _____ **Date** _____

AYUP Signature _____ **Date** _____

Payment Details

Hire Cost Due \$ _____ Bond Due \$ _____

Cash PAID \$ _____

EFT Account BSB 067-873 Account 1564 9439

PAID \$ _____ Date: _____

Bond

☐ No Bond required

PAID \$ _____ Returned Date: _____

Use Instruction

☐ not required

☐ provided ☐ Verbal ☐ written

Safety Briefing

☐ not required

☐ provided

AYUP Presence / safety inspections

☐ not required

☐ provided

Dates :
