



# PHOTO STUDIO TEMPORARY RENTAL AGREEMENT

---

Community Arts and Adult Education Centre of Newcastle Ltd  
Trading as Newcastle Art Space

**our**  
SPACE  
**is your**  
SPACE



Please read the rental terms and conditions prior to making a booking.  
You will be required to agree to our terms and conditions before  
you can complete your booking.

---

## BUMP IN & BUMP OUT REQUIREMENTS

Upon arrival you are required to sign in at the Front Desk.

Your rented time includes all your bump in and bump out requirements which includes all set up and pack up needs. Therefore, please ensure you book the right amount of time. Please ensure you arrive on time and are packed up and ready to leave by your scheduled finishing time.

The studio is provided in an "as is" condition.

Upon leaving the studio, it is expected that all areas used will be left in the condition they were provided to you in. A cleaning fee of \$30 will be charged if this request is not followed.

The Hirers noted on the booking form are the only persons permitted to use the Studio premises and equipment. The Hirer/s is not permitted to sub-contract or sub-let the Studio or equipment to any third parties. Hirers may not remove or modify equipment in a way not recommended by the manufacturer. The Hirer is responsible to only allow any equipment to be used by trained personnel.

## STUDIO AVAILABILITY

Our studios are available to hire 7 days per week.

All booking times are inclusive of bump in and bump out requirements.

## ADDITIONAL HOURS

Additional hours can be added to your booking by negotiation and are subject to availability.

Additional hours can be purchased at same rates as above.

Hire of the photo studio at times outside regular office and gallery opening hours is subject to staffing and therefore at the discretion of the Business Manager.

# PRICING OF HIRE

## HOURLY RATE

\$75 per hour

NAS membership:

\$50 per hour

## HALF DAY (4 HOURS)

\$300

NAS membership:

\$200

## FULL DAY (8 HOURS)

from \$600

NAS Membership:

\$400

## ENTRANCE KEY BOND

\$50

# PAYMENT

Once your Studio Booking has been confirmed with Newcastle Art Space we will provide you with an invoice by email. Full payment is due 7 days prior to your booking. If your booking is within less than 7 days full payment is due immediately.

### Payment can be made by:

Bank deposit using the Bank Details provided on your invoice.

Your booking isn't secured until full payment has been received. If payment is not received by the due date your booking will be cancelled and will result in this action being recorded on your account.

# CONFIRMATION

Your booking is automatically confirmed once it has been added to our booking calendar on the Newcastle Art Space website. You will receive a confirmation email with the details of your booking, invoice and our bank details.

Once your full payment has been received your booking will be secured.

# CANCELLATION

You must notify us at least 48 hours before your scheduled session time if you need to reschedule your appointment.

If this request is followed up with another booking, your payment will roll over to your rescheduled appointment.

Failure to show to a booking or failure to notify us that you are unable to attend your booking at least 48 hours before your scheduled session time will result in this action being recorded on your account.

No refunds are given for failure to attend your booking with less than 48 hour's notice.

Newcastle Art Space reserves the right to refuse reservations to repeat offenders at its sole discretion

If we are unable to come to an agreement and arrange a suitable rescheduled appointment immediately Newcastle Art Space will be happy to hold your booking fee for 6 months as a credit for a future booking.

## EXCLUSIVE USE

Although you will have exclusive use of the photo studio, please be aware Newcastle Art Space is an artist community and there will be studio-tenants and staff on the premises. The Common Area, Kitchen, Bathroom Facilities and Lounge Area are all shared areas so there will be people utilising those spaces during your booking. However, we can negotiate the use of these areas when required to minimise disruption of your booking.

## DAMAGES AND LOSS

Use of our studio and our equipment is at HIRER'S OWN RISK.

A risk assessment may be required for certain activities.

Hirer hereby waives rights to seek legal redress for mishaps, accidents, and/or loss while on our premises.

Hirer agrees to leave the studio and adjacent grounds in the same condition as they were when Hirer arrived.

Hirer is solely responsible for any legal infraction Hirer or members of Hirer's party make during the conduct of the shoot, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct of the shoot, taken at whatever time.

Hirer agrees to hold harmless Newcastle Art Space its owner, agents, representatives, and contractors acting on its behalf for any loss, accident, or injury to Hirer's self or anyone who accompanies Hirer while on our premises.

Hirer agrees to be solely responsible for the conduct and welfare of all persons accompanying Hirer while on our premises. Hirers are solely responsible for the safety and well-being of any models Hirer engages.

Hirer understands that if Newcastle Art Space staff observes dangerous, pornographic, or negligent practices or activities are being engaged in Newcastle Art Space reserves the right to stop the shoot and require the hirer and hirer's party to leave immediately – HOWEVER, Newcastle Art Space assumes NO RESPONSIBILITY to act in such cases.

Hirer agrees to hold Newcastle Art Space its agents, representatives, and anyone acting on behalf of Hirer completely harmless from any action, legal or otherwise, that results from Hirer's conduct. Hirers are solely responsible for verifying that all models employed during Hirer's rental period are of legal age for the activities they are to be engaged in. Newcastle Art Space has no responsibility to determine or verify the age of participants in the Hirer's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going.

## INDEMNITY & LIABILITY

Newcastle Art Space has insured the studio premises and their own equipment against all normal insurable risks but not further or otherwise. The Hirer is responsible for insuring their own equipment and personal property and that belonging to their clients, assistants, associated personnel and other third-party individuals.

The Hirer agrees to indemnify Newcastle Art Space against any costs including legal costs, damages, payments, fines, or interests Newcastle Art Space may incur as a result of the Hirer breaching this agreement.

Newcastle Art Space is not liable for acts out of its control that affect the shoot, such as power outages, weather or emergencies. In such cases, Newcastle Art Space may refund a pro-rata portion of Hirer's payment and/or reschedule the studio booking.

Newcastle Art Space reserves the right to terminate this agreement at any time with or without notice if the Hirer has breached any terms of this agreement or for unforeseeable circumstances that prevent Hirer from fulfilling the agreement.

Hirer needs to be able to demonstrate public liability insurance to a minimum of \$10 million.

All parties working with children must have a current NSW Working With Children Check clearance.

## DEFAULT

An account shall be considered in default if it remains unpaid for 30 days from due date.

Newcastle Art Space will reserve the right to refuse access to the facilities and services offered, until the amount due has been fully paid.

## PARKING

Newcastle Art Space parking spaces allocated in the car park in front of the Studio are strictly for Newcastle Art Space studio tenants.

Hirers are welcome to park directly in the carpark (at the entrance in front of the roller door) for equipment unloading and reloading only. Once equipment is unloaded or loaded up we ask that you please move your vehicle to the TAFE car park adjacent to back of Block O.

Your co-operation in relation to this matter will be greatly appreciated.

## VIDEO PRODUCTION

Sound recording is achievable but not guaranteed to be of any standard. We recommend you inspect the studio to determine suitability.

## ADDITIONAL ITEMS

Please be respectful of all staff and studio-tenants on the premises during your time at the studio. This is a shared space.

Please be respectful of the other studio-tenants in Newcastle Art Space.

Excessive noise is not allowed.

No smoking in any part of the studio premises thank you.

Minors must be supervised at all times.

Animals are only allowed in the photo studio with consent of the Business Manager.

Wireless Internet Access is limited to general web browsing. Hirers please refrain from downloading movies, music or restricted content.

The Newcastle Art Space staff can provide you with the WIFI password upon request.



## Photo Studio Temporary Rental Agreement

By engaging to rent Newcastle Art Space's (herein after referred to as NAS) photography studio you, the undersigned (herein referred to as the "Renter"), hereby state that you have read, fully understand and agree to be bound by the preceding terms and conditions.

Please show evidence of public liability insurance to the minimum amount of \$10 million.

Principal renter: .....

Street address: .....

Contact phone number: .....

Email address: .....

Additional persons to be in attendance (Max: 6, more by negotiation):

.....  
.....

Rental date: .....

Studio hours: .....

Total amount received: .....

Principal Renter:.....Date:.....

NAS representative:.....Date:.....

If you have any questions or concerns please contact the Newcastle Art Space business manager at [admin@newcastleartspace.org.au](mailto:admin@newcastleartspace.org.au) or phone 0490801630 between 10.00am and 4.00pm Tuesday to Friday.