

Theatre Hire Contract

Between:

Milnerton Players ('Society')
Pienaar Road, Milnerton
treasurer@milnertonplayers.com

And

NAME OF HIRER/PRODUCTION COMPANY

('Hirer')

NAME

EMAIL

CONTACT NUMBER

Hire of the Milnerton Playhouse for

NAME OF PRODUCTION/ORGANISATION

Dates of production

('Hire')

Hire Fee and Deposit

1. The total Hire Fee for the Hire will be *amount* as per the invoice sent by the Society to the Hirer.
2. A deposit of 50% (*amount*) of the Hire Fee is required to secure the Hire.
3. The deposit is to be paid by EFT with proof of payment as indicated on the invoice.
4. The balance of the Hire Fee (*amount*) is to be paid by no later than 7 working days (*date*) prior to the event/first performance date.
5. The Society reserves the right to cancel the Hire with notice to the Hirer in the event that payment (or proof thereof) should not be received by *date*, in which case the Society shall be liable only for the reimbursement of the deposit paid, less any reasonable costs incurred by the Society.
6. Where the Hire is cancelled with notice of at least 3 working days by the Hirer, the Society shall be liable only for the reimbursement of the deposit paid, less any reasonable costs incurred by the Society.
7. Where the Hire is cancelled without appropriate notice by the Hirer (i.e., a 'no-show'), the Society shall only be liable for the reimbursement of the Hire Fee paid over and above the deposit. The Society will retain the full deposit.
8. In the event of *force majeure* leading to the cancellation of the Hire, the Society shall be liable only for the reimbursement of fees paid, less any reasonable costs incurred by the Society.

Ticket Pricing, Ticketing:

The Hirer will be fully responsible for Ticket Pricing and Ticketing, if applicable, including *inter alia* sales, bookings, and issuing of tickets.

Publicity, Marketing

The Hirer will be fully responsible for all publicity and marketing of the event/performance.

Use of Facilities

1. Milnerton Playhouse Management shall be responsible for opening up and closing the theatre.
2. Milnerton Playhouse Management has Public Indemnity and Fire Insurance. Notwithstanding the aforementioned, the Hirer shall be responsible for any damages and/or losses suffered by the Society through any wilful or negligent act or omission on the part of the Hirer during the Hire.
3. The Hirer shall appoint a responsible person who will be attending the Hire to liaise with the Milnerton Playhouse Management as needed.
4. The Hirer shall have the use of the theatre's kitchen facilities (including fridge, stove/oven, microwave oven and kettle), as well as trestle tables (if requested).
5. The Hirer may make use of its own decorations. Note, however, that straw, hay, confetti, or polystyrene chips are not allowed in the theatre.
6. The Hirer shall vacate the theatre no later than 1 hour after the event/performance, ensuring that all debris is cleared, trestle tables are put away, and the kitchen and foyer areas are left as found.
7. No interference by the Hirer with any electrical or sound equipment is allowed under any circumstances.
8. Smoking is not permitted in the Milnerton Playhouse building.

Services

The Society will only provide the services as agreed to beforehand in the Hire Fee. Any requests for additional service(s) over and above this will incur additional costs which will automatically become part of the Hire Fee, and for which the Hirer will be immediately liable to pay.

Catering

1. The Hirer shall be responsible for the provision, preparation, and clearing of refreshments served.
2. Note that the stove/oven may only be used prior to the start of any performance, as doing so during a performance may cause overloading of the electrical supply.
3. The Hirer may not sell alcoholic beverages or bring its own alcohol onto the premises under any circumstances. Alcohol may only be purchased at the bar, if it is included in the Hire Fee.
4. No food may be taken into the auditorium.
5. Unless prior arrangement is made with the Milnerton Playhouse Management, the Hirer shall supply its own crockery, cutlery, glasses, tablecloths, pots, pans, dish towels and washing-up liquid.

Performances

1. The Society shall not be responsible for the payment of royalties and everything pertaining to the presentation of any production, and the Hirer expressly releases the Society of any liability in this regard.
2. No additional seating exceeding 112 seats in the auditorium or 55 seats in the foyer is allowed.

Thus, read and signed at _____ on ____/____/20____

A signed copy of this contract as well as proof of payment of the hire fee deposit must be emailed to: hires@milnertonplayers.com.

Signed, for and on behalf of:

Milnerton Players

Hirer

Additional Facilities/Services Required at Additional Cost:

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Hirer Liaison:

| | |
|---------------|--|
| Name | |
| Mobile Number | |
| Email Address | |