

MUSIC HIRE AGREEMENT

Repertoire in the TYO music library available for hire on a short-term basis. The purpose of hire music is to assist with access to repertoire, and to share costs of hire and purchase across the Tasmanian music community. Where availability allows, music will be made available to support the community in their musical endeavours. Hire agreements are not intended to be long-term and will be reassessed by TYO annually at the beginning of each calendar year.

All hire arrangements are to be confirmed by a contract signed by the TYO General Manager and the hirer.

The conditions are as follows:

1. The hirer will pay all rental costs as invoiced by the TYO. Rent may be paid quarterly, or by program. Rental costs are based on \$50 per piece, unless otherwise agreed with the TYO.
2. TYO music is insured whilst on TYO property (eg, the TYO office) or whilst it is being used for TYO purposes (eg, rehearsals or concerts). Hire music is NOT covered at other times (eg, in the hirer's house or in transit). The hirer is responsible for providing appropriate insurance for the hire music for the duration of the hire period.
3. The hirer will adhere by all information provided by TYO with regard to care of music, and ensure the material is returned in the condition it was provided.
4. The hirer will ensure that any hired music is stored and transported with the utmost care and as directed by the TYO.
5. The hirer is responsible for replacement of any/all missing parts, scores, CDs, or any other item or material provided with the set.
6. All music will be checked prior to hire, and upon return, by a person approved by the TYO (the "Assessor") for missing parts or existing damage, and a report retained by the TYO.
7. If the assessor deems that music has been damaged due to neglect or an event other than normal wear and tear, the hirer will be responsible for the repair or replacement costs.
8. The hirer is responsible for the return of the music to TYO, prior to the contracted period ending. If this is not possible for any reason, the hirer must advise TYO. An extension fee may apply and will be the responsibility of the hirer.
9. Any damage to, or loss of, music while in the care of the hirer must be reported to the TYO immediately.
10. This contract is not transferable to another person or organisation – the hirer remains responsible for the music.
11. The hirer agrees to return the music immediately should the TYO need to recall it from loan.
12. The hirer is responsible for any performing rights, fees, or acknowledgements.

This agreement becomes null and void if the hirer does not meet any of the above conditions. In this case, the music must be returned immediately to TYO.