

Hire Agreement

1. Definitions

Agreement: This agreement between the Hirer and The Exhibitionist 2D 3D Designs (the Owner).

Hirer: Any person, firm, corporation or organisation hiring equipment from the Owner. Anyone signing on behalf of the Hirer is deemed to have full authority to do so.

Owner: The Exhibitionist 2D 3D Designs.

Equipment: All material items supplied by the Owner to the Hirer.

Hire Day: A 24-hour period commencing at 8:00am and ending at 8:00am the following day.

2. Hire Period

- a. Hire periods are calculated in hire days unless otherwise agreed.
- b. The hire period begins when the Hirer collects or receives the equipment, and ends when it is returned or collected by the Owner.
- c. The Owner may terminate this agreement immediately if the Hirer breaches any condition, or with two (2) days' notice in any other circumstance.
- d. If the Hirer cancels within 48 hours of the scheduled hire, a cancellation fee of 30% of the quoted value will apply, with a minimum fee of \$80.

3. Hire Rates

- a. Hire charges are as per the quotation and are fixed for the hire period.
- b. If the hire is extended, an additional pro rata daily rate will apply unless a new rate is agreed at the Owner's discretion.

4. Conditions of Hire

- a. The Hirer accepts the equipment on an "as is" basis and acknowledges it was received in good working order.
- b. The Hirer must return the equipment in the same condition, allowing for reasonable wear and tear.
- c. "Ordinary wear and tear" means natural deterioration from normal use during the hire period.

5. Equipment in Disrepair

If the equipment becomes unsafe or faulty, the Hirer must stop using it immediately, notify the Owner, and take reasonable steps to prevent injury or further damage until the Owner regains possession.

6. Legal Compliance

The Hirer agrees to comply with all relevant laws and regulations regarding the use of the equipment. The Owner holds no responsibility for how the equipment is used.

7. Ownership

All hired equipment remains the sole property of the Owner at all times.

8. Hirer's Responsibilities

The Hirer must:

- a. Take full responsibility for the equipment, including insuring it while in their possession. The Owner is not liable for any uninsured losses.
- b. Pay all hire charges, including cleaning fees for soiled returns and costs associated with lost or damaged equipment, regardless of fault.
- c. Adhere to all the Owner's terms of business.
- d. Make full payment on receipt or installation of the equipment, or within seven (7) days if invoiced.
- e. Use the equipment properly and only for its intended purpose.
- f. Ensure use of the equipment complies with all laws and regulations.
- g. Indemnify the Owner against any claims, actions, damages, union issues, or legal costs arising from the hire or use of the equipment.

9. Delivery and Installation

Where the Owner is responsible for delivery and/or setup, all reasonable efforts will be made to meet agreed times. However, the Owner accepts no liability for delays or any resulting loss or damage.

10. Severability

If any part of this agreement is found to be unlawful or unenforceable, it will be removed without affecting the validity of the remaining terms.

Production Agreement

QUOTE ACCEPTANCE

"The Client" agrees to provide written approval or emailed approval of the quote before any work is commenced. Quotations are based on current costs of materials and services and unless otherwise agreed in writing, are subject to amendment to meet any rise in such costs between the date of quotation and the date of execution, except that such quotation shall be held firm for 30 days (from date of issue). Approval of artwork proofs and payment must be completed within 28 days after "The Client" has approved The Exhibitionist's quote, else the quote is no longer valid.

PRICES

While care has been taken in posting correct prices on in our pricelist, The Exhibitionist has the right to remove or change products and prices without notice. All quotes are valid for 14 days only and may be subject to change after this period.

COMMENCEMENT OF WORK

Receipt by The Exhibitionist of written or verbal request to commence work from the Client will be taken as an indication of agreement of costings, timings and terms and conditions as detailed below.

The Exhibitionist will only be required to fulfill the instructions specified in the quote. The Exhibitionist will not be responsible for errors or omissions due to misinterpretation of verbal instructions.

The suspension by the Client of any work, for any reason whatsoever, for a period of thirty (30) days, entitles The Exhibitionist to payment in full for the work completed up to the suspension date.

QUOTE DEPOSIT

"The Client" agrees to pay a non-refundable 50% deposit of the quoted amount to commence any project, with the balance payable prior to delivery. Any amounts paid in advance above and beyond the forementioned deposit shall also be non-refundable.

ALTERATIONS (EXCESS WORK)

This is defined as any work involving additions to the list of items defined in the quote or changes to all pieces of finished artwork after sign off by an authorised representative of "The Client".

APPROVAL OF FINAL ARTWORK

"The Client" to proof read and approve all final copy before the production of artwork. The email verification of the Client's Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. While The Exhibitionist takes all care to avoid errors, "The Exhibitionist 2D-3D Designs" accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project approved by a client. No refunds or reprints are given after a final approved design has gone to print due to oversights by "The Client's" proof reading.

COLOUR VARIATIONS

With all printing there may be some colour variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at our expense."

PRINTING TURNAROUND

Printing turnaround will vary. The current median turnaround time for most printing products is 2-5 business days. Offset printing turnaround is generally 10 working days after artwork approval (this includes business cards, dye sublimation etc). This is not a guarantee but a guide. This is from the time of accepting the proof, to the time when "The Client" receives the order. Design time and actual installation (where applicable) is extra. The Exhibitionist will not be held responsible for loss or damages due to printing being delivered after this time. It is the client's responsibility to allow plenty of time for preparing artwork, printing and delivery.

URGENT / RUSH JOBS

The Client acknowledges that a requirement for urgent delivery increases the likelihood of a less than optimum result. The Exhibitionist will provide every effort to deliver the best possible result but will not be liable for a less than optimum product arising because of urgent delivery or a change in brief. The Exhibitionist reserves the right to charge an additional 30% above the quoted amount in this circumstance.

CONFIDENTIALITY

It is agreed that employees of The Exhibitionist shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of "The Client" or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of "The Client".

OWNERSHIP OF ARTWORK

The Exhibitionist shall retain ownership of all original working digital files/source/finished artwork files until an Artwork Approval form is completed. The Client also agrees to allow The Exhibitionist to make use of samples of the design work, either printed or electronic, for self promotional purposes.

Production Agreement - *continued*

ELECTRONIC STORAGE

The customer shall have no right or title to data stored by us on disks or any other electronic form of storage but if we agree to duplicate or transfer stored electronic or like media for use by a customer, or other parties authorised to obtain that data we shall have the right to charge for those services. Disks (or other) supplied by the customer and/or other authorised persons remain the property of the customer. Unless otherwise advised in writing we shall assume these disks and tapes to be duplicate copies of the original, which remains in the possession of the customer.

COPYRIGHT & LIABILITY

The customer undertakes to indemnify The Exhibitionist 2d-3d Designs from all claims by or from any third party which arise from the accuracy, permissibility under any state regulation or common law, as to the information, pictures, graphics or contents and/or breach of copyright in respect of any of the work printed to the customer's instructions.

INVOICES

"The Client" agrees to pay the invoiced amount within fourteen (14) days of receipt of an invoice. Failure to pay within the stated time frame may result in a late fee being applied to there account. Payment details will appear on invoice sent to "The Client".

PAYMENT

First order: Graphic Design and Website Design only - 50% deposit with your quote approval and 7 Days for completed work. Printing on first order - Strictly COD. Any expenses incurred due to changes in specifications by the Client or any unforeseen requirements after commencement require additional approval and will be passed on by The Exhibitionist to the final invoice.

In the event that the customer orders suspension of work for more than 30 days, or cancellation of work in progress, all costs and material expenses incurred to date of suspension/cessation shall become due and payable immediately against presentation of invoice thereafter, together with a pro-rate allocation of profit margin.

CANCELLATION ARTWORK OR PROJECT

In the event of a cancellation of an assignment, ownership of all copyright and the original artwork shall be retained by The Exhibitionist and compensation for work completed and/or any expenses incurred, shall be paid by the Client.

CANCELLATION FOR EXPOS / EXHIBITIONS / EVENTS

In the event of expos / exhibitions / events cancellation 30 days or more of bump in, a 50% fee of the total booking cost is payable. Should the event be cancelled within 14 days of bump in, a 75% fee of the total booking cost is payable. Cancellations made within 7 days prior to bump in will incur a 100% fee of the total booking cost.

OVERDUE AND DELINQUENT ACCOUNTS

Overdue accounts may, at our sole discretion, be levied a liquidated damages charge of 1.5% per month on the overdue balance, compounded daily, Plus \$20 per month accounting and administration costs, applicable from the date payment was due. It is a further condition that we shall be entitled to recover in full, with interest calculated as above, any additional costs incurred to enforce collection of or recover such defaulting accounts. In the event of default in part of an account, the whole amount shall become immediately due and payable. In the event of a default in excess of 3 months from due date of payment, and in the absence of written agreement by The Exhibitionist to a schedule or other scheme of

repayment, the signatory hereto accepts and guarantees, on behalf of himself/herself and all Directors, individually and collectively, personal liability for the debt, and all accrued costs thereto.

FORCE MAJEURE

Contracts and deliveries may be suspended or delayed in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbance, war, legislation, force majeure, the inability of the printer to procure essential materials due to any of the foregoing causes, or any other occurrence beyond our control preventing or retarding performance of the contract or delivery of work, and no responsibility shall attach to us for any delay, default, loss or damage resulting from any of the above causes, and the customer undertakes not to bring any claim for damages against us arising from any circumstance described herein.

These terms and conditions are subject to mandatory provisions of legislation of the Commonwealth of Australia or of one or more of the States or Territories in so far as such provisions are applicable. The invalidity of any clause or part of clause, shall not diminish nor invalidate any of the other clauses.

ANY QUESTIONS?

We are particularly proud of the reputation our company has earned with enthusiasts. The last thing we want is an unhappy customer. For support with any issue please contact us on 08 8981 3166. If there is something you do not like, or if you have any suggestions which may help us serve you better, please let us know. Every call or letter will receive personal attention.