

Commercial Contract

VENUE HIRE AGREEMENT



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

www.smeda.org.pk

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Venue Hire Agreement

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to service matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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D5. VENUE HIRE AGREEMENT

THIS VENUE HIRE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into at [insert place] on this ____ (insert date) day of _____ (insert month), 20__ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Lessor", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

AND

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number];

OR

M/s [insert Name], a public/private company incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Lessee", which expression shall, wherever the context so provides, include its heirs, assigns, nominees, agents and successors-in-interest).

(The Lessor and the Lessee are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

WHEREAS the Lessee is conducting an event regarding [insert description of event] (hereinafter referred to as the "Event") for the purpose of [insert description of purpose of event].

AND WHEREAS for the purpose of conducting the Event, the Lessee requires to hire the [description of the venue] at [insert complete address] (hereinafter referred to as the "Venue").

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AND WHEREAS the Lessor has agreed to give the Venue on lease, and the Lessee has agreed to acquire the Venue on lease.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

1. The Lessee shall have the right to occupy and use the Venue from [insert date] to [insert date] (hereinafter referred to as the "Rental Period") for the purpose of conducting the Event.
2. The Lessor shall provide to the Lessee all keys, access control codes, and other items necessary to give the Lessee such access no later than [insert date].
3. The Lessee shall pay to the Lessor a sum of Rs. _____/- (Rupees _____) (insert amount) (hereinafter referred to as the "Rent") no later than [insert number] days prior to the commencement of the Rental Period.
4. Of the Rent amount, the Lessee shall pay an amount of Rs. _____/- (Rupees _____) (insert amount) to the Lessor at the time of signing of this Agreement, as advance deposit (hereinafter referred to as the "Advance Amount"). The remaining amount of Rent shall be payable by the Lessee to the Lessor [insert number] days prior to the commencement of the Rental Period.
5. The Lessee shall also pay an amount of Rs. _____/- (Rupees _____) (insert amount) to the Lessor at the time of signing of this Agreement as security deposit (hereinafter referred to as the "Security Deposit"). The Security Deposit shall be refundable by the Lessor to the Lessee upon the final adjustment of any amounts due from the Lessee to the Lessor, including any charges for actual damages done to the Venue by Lessee.
6. Within 24 hours of the Rental Period's expiration, the Lessee shall tender to the Lessor the balance amount of the Rent, and all keys and other access control devices in the Lessee's possession.
7. The Lessee shall remove all personal property, trash, and other items that were not present in the Venue when the Lessee took control of the Venue. The Lessee undertakes to give the vacant possession of the Venue back to the Lessor in the condition that the Lessee took possession.
8. Upon the Lessee's handing over the vacant possession of the Venue back to the Lessor on [insert date], the Lessor shall return to the Lessee the Security Deposit minus any amounts deemed necessary to repair damages inflicted upon the Venue by the Lessee and/or Lessee's associates, guests, invitees, contractors, and all other persons whatsoever who enter the Venue during the Rental Period, whether or not such persons did so with the Lessee's knowledge or consent.
9. Each party hereby represents and warrants that it has the full power to enter into

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and perform according to the terms of this Agreement.

10. The Parties to this Agreement acknowledge and agree that this Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the Parties.
11. This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of Pakistan, and the courts at [insert place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.
12. Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without prior express written consent of the other party.

13. FORCE MAJEURE

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightening, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.
- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

14. SETTLEMENT OF DISPUTE

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of [insert place].

IN WITNESS WHEREOF, the Parties have set their respective hands on this Agreement at the place, and on the date, mentioned hereinabove.

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For and on behalf of
The Lessor

For and on behalf of
The Lessee

WITNESS NO. 1

WITNESS NO. 2

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____