

HIRE AGREEMENT

Terms and conditions

- 1) Minimum period of hire is 3 days .
- 2)Charges are calculated for time out, not time used.

Preliminary:

The words 'owner and hirer' used herein mean respectively the firm and the person or persons so designated on the face of this agreement and the particulars as to date, hiring charges and identification numbers here written deemed to form part of this agreement and consideration for which being the hiring charge agreed to be paid by the hirer and the promise of the owner to hire subject to the terms and conditions following:

Bookings and Cancellations.

The hirer:

- a). Acknowledges having inspected the equipment and agrees that it is clean and in good order and condition.
- b). Undertakes to return the equipment to the owner at it's place of business on the due date and time in similar condition to a) above failing which from any case whatsoever the hirer will pay the cost of cleaning and recovering same. Minimum cleaning and recovery fee is \$ 100
- c). If the equipment is not returned to the owner at it's place of business on the due date as in b) above then the owner is authorized to take whatever action is deemed necessary at the cost of the hirer to recover the said equipment and the hirer will forthwith on demand indemnify the owner of the cost of the said recovery.
- d). If the equipment is returned later than the due date and time without permission of the owner an amount equivalent to double the ordinary time rate will be charged for all overdue time.
- e). In the event of any extenuation of the hire period by oral arrangement the extenuation shall be notified to the owner and the hirer shall remit any further charges for hire not paid in advance. Unless so remitted within 24 hours the hiring charge for the period of extension shall be subject to a surcharge.

Hirers Responsibility as to Damage etc.

- a). The hirer accepts full responsibility for the equipment and agrees to indemnify the owner against all loss and damage to the said equipment whether mechanical or otherwise, and also against all claims, damages and costs howsoever arising out of or connected with the use of the equipment by the hirer.
- b). The benefit of this agreement is personal to the hirer and is not assignable by him.

General.

Any cost expense or payment for damage for which the hirer may be liable may be recovered by the owner as a liquidated debt on demand. Nothing in this agreement is intended to give use to any relationship to landlord and tenant and no such relationships shall be presumed from any circumstances arising out of the hire of this equipment.

No cause of action shall arise in favour of the hirer nor demand be made by the hirer for loss of use against the owner should the equipment by any cause whatsoever become unusable during the period of hire.

The owner or his insurance company accepts no responsibility for damage or injury to any person or any person's property of the hirer in or about the equipment.

The hirer agrees not to remove or cause to be removed from the equipment any identification marks or plates or damage the ownership of the equipment.

SIGNED BY THE OWNER) In the presence of)

Sign

Print Name

Address

SIGNED BY THE HIRER) In the presence of)

Sign

Print Name

Address