



EQUIPMENT HIRE AGREEMENT

This equipment hire agreement is made on the ____/____/_____(dd/mm/yyyy)

BETWEEN

The Hamilton District Agricultural Show Society of [PO Box 41 Hamilton 7140] (*"the Lessor"*);

AND

_____ of
(*"the Lessee"*)

(insert Lessee address)

It is agreed as follows:

1. AGREEMENT

The Lessor leases to the Lessee the following described equipment (the "Equipment"): **Marquee**

2. TERM

The lease term shall commence on ____/____/____ and end on ____/____/____ (Return Date)

3. TRANSPORT

The [Lessor/Lessee] shall be responsible for the collection and delivery of the Equipment to and from the **Central Highlands Council chambers Hamilton** on the start and return dates.

4. RENT

The Lessee agrees to pay the Lessor the amount of **\$500**, payable on ____/____/____. The Lessee agrees to pay a late return fee of **\$50** per day for each day the Equipment is not returned to the Lessor past the Return Date.

5. DEPOSIT

The Lessee agrees to pay a deposit of **\$500** prior to taking possession of the Equipment. The deposit will be refunded to the Lessee promptly following the Lessee's performance of all obligations in this Agreement.

6. USE

The Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all laws and regulations in any way relating to the possession, use or maintenance of the Equipment. The Lessee shall return the Equipment to the Lessor in good repair, condition and working order.

7. LIABILITY

7.1 Disclaimer

The Lessor makes no representations or warranties, express or implied, except that the Lessor warrants that the Lessor has the right to lease the Equipment as provided for in this Agreement.



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7.2 No Liability

The Lessor has no responsibility for any direct or indirect damages or liabilities of any nature, including but not limited to incidental, consequential or special damages, arising from the use of the Equipment. Without prejudice or limitation to this clause any liability of the Lessee to the Lessor shall not exceed the Rent payable under this Agreement.

7.3 Indemnity

The Lessee shall indemnify the Lessor against and hold the Lessor harmless from any and all claims, actions, proceedings, costs and expenses arising out of or in connection with the Lessee's use or possession of the Equipment.

8. LOSS OR DAMAGE

The Lessee shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of the Lessee under this Agreement. In the event of loss or damage of any kind whatsoever to the Equipment, the Lessee shall at the Lessor's option pay to the Lessor the replacement cost of the Equipment.

9. PAYMENT

Payment of rent and deposit is to be made in full prior to retrieval of the Equipment.

Payment is to be made to:

The Hamilton District Agricultural Show Inc.
BSB: 017209
Account: 350128741
Description: marqueeXX

LESSOR: *(President)*

Sign

Print

Date: ____ / ____ / ____ (dd/mm/yy)

LESSEE:

Sign

Print

Date: ____ / ____ / ____ (dd/mm/yy)