

EQUIPMENT HIRE AGREEMENT

Location: _____

Reference No.: _____

Hirer Information:

Full Name or Company Name: _____

ABN / ACN (if applicable): _____

Address: _____

Phone / Email: _____

Owner Information:

Full Name or Company Name: _____

ABN / ACN (if applicable): _____

Address: _____

Phone / Email: _____

Equipment Details:

Equipment Type / Description: _____

Manufacturer / Model: _____

Serial Number / Identifier: _____

Condition of Equipment (at hire): _____

Hire Details:

Hire Period (Start - End): _____

Collection Location: _____

Return Location: _____

Hire Rate (per day / week): _____

Deposit Amount: _____ AUD

Terms and Conditions:

1. The Owner agrees to hire the Equipment to the Hirer on the terms and conditions set out in this Agreement. 2. The Hirer acknowledges that the Equipment is hired as-is and that the Owner makes no warranties as to condition or fitness for purpose, except as required by law. 3. The Hirer shall use the Equipment in a proper manner and shall comply with all applicable laws and regulations. 4. The Hirer shall be responsible for any loss or damage to the Equipment during the hire period, except for reasonable wear and tear. 5. The Hirer must return the Equipment in the same condition as received, and failure to do so will result in charges to cover repair or replacement costs. 6. The Deposit will be held by the Owner and may be retained wholly or in part to cover any outstanding amounts or damage. 7. The Owner retains title to the Equipment at all times, and this Agreement does not transfer ownership. 8. The Hirer must notify the Owner immediately of any loss, damage, or malfunction of the Equipment. 9. The Owner may terminate this Agreement at any time if the Hirer breaches any terms or uses the Equipment unlawfully. 10. This Agreement is governed by the laws of Australia and the parties submit to the jurisdiction of its courts. 11. Neither party shall be liable for any indirect or consequential losses arising under this Agreement. 12. This Agreement represents the entire understanding between the parties regarding the hire and supersedes all prior agreements.

Indemnity and Liability:

The Hirer indemnifies and holds harmless the Owner from and against all claims, liabilities, damages, losses, or expenses, including legal costs, arising from or in connection with the use or possession of the Equipment during the hire period, except to the extent caused by the Owner’s negligence or breach of this Agreement.

Insurance:

The Hirer shall be responsible for obtaining and maintaining adequate insurance coverage for the Equipment during the hire period, including coverage for loss, theft, damage, and liability. Proof of insurance must be provided to the Owner upon request.

Cancellation:

Any cancellation of this Agreement by the Hirer must be made in writing. Cancellation fees may apply as specified by the Owner. The Owner reserves the right to cancel this Agreement at any time for reasonable cause, with notification to the Hirer.

Dispute Resolution:

In the event of any dispute arising under or in connection with this Agreement, the parties agree to attempt to resolve the matter amicably and in good faith. If unresolved, disputes shall be referred to mediation or arbitration in accordance with applicable Australian laws.

Signatures:

Hirer Signature

Owner Signature

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

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