

EQUIPMENT HIRE AGREEMENT

Location: _____ Agreement Number: _____

Hirer Information:

Full Name / Company: _____

ABN / ACN / ID Number: _____

Address: _____

Phone / Email: _____

Owner Information:

Full Name / Company: _____

ABN / ACN / ID Number: _____

Address: _____

Phone / Email: _____

Equipment Details:

Description of Equipment: _____

Serial Number / ID: _____

Condition at Hire: _____

Accessories Included: _____

Hire Period and Terms:

Commencement Date: _____

Hire Duration: _____

Hire Fee: _____ AUD

Payment Terms: _____

Clause 1 – Agreement to Hire

The Owner agrees to hire the Equipment to the Hirer and the Hirer agrees to hire the Equipment from the Owner on the terms set out in this Agreement.

Clause 2 – Condition of Equipment

The Equipment is hired as inspected and accepted by the Hirer. The Hirer acknowledges that it has had the opportunity to inspect the Equipment and accepts its condition. The Owner makes no warranties, express or implied, as to the condition or fitness of the Equipment.

Clause 3 – Use and Care

The Hirer shall use the Equipment in a proper and safe manner and comply with all laws and regulations. The Hirer shall not make any alterations or modifications to the Equipment without prior written consent of the Owner.

Clause 4 – Hire Charges and Payment

The Hirer shall pay the Hire Fee and any other charges on the terms set out in this Agreement. All payments are exclusive of GST where applicable, and the Hirer shall pay any GST or other taxes imposed on the Hire Fee.

Clause 5 – Security Deposit

The Hirer shall pay the Owner a security deposit as security for the due performance of the Hirer's obligations. The Owner may retain the deposit in whole or part to cover any loss, damage, or unpaid charges.

Clause 6 – Risk and Insurance

Risk in the Equipment passes to the Hirer on delivery and remains with the Hirer until the Equipment is returned in accordance with this Agreement. The Hirer shall effect and maintain insurance covering loss, damage, or liability arising from the use or possession of the Equipment.

Clause 7 – Maintenance and Repairs

The Hirer shall keep the Equipment in good and serviceable condition and shall not carry out any repairs or maintenance without the Owner's consent except in emergencies. The Hirer shall notify the Owner immediately of any loss, damage, or defect.

Clause 8 – Return of Equipment

The Hirer shall return the Equipment to the Owner at the agreed location in the same condition as at commencement, fair wear and tear excepted, at the end of the hire period. Failure to return on time may result in additional charges.

Clause 9 – Default and Termination

If the Hirer breaches any term of this Agreement and fails to remedy the breach within a reasonable time after notice, the Owner may terminate this Agreement and recover possession of the Equipment without prejudice to any other rights or remedies.

Clause 10 – Liability and Indemnity

The Hirer indemnifies the Owner against any claims, losses, or liabilities arising from the Hirer's use of the Equipment, except to the extent caused by the Owner's negligence or breach.

Clause 11 – Governing Law and Jurisdiction

This Agreement is governed by the laws of Australia. The parties submit to the exclusive jurisdiction of courts in the relevant state or territory for any disputes arising out of or in connection with this Agreement.

Clause 12 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and negotiations. No amendment is effective unless in writing and signed by both parties.

Clause 13 – Notices

Notices under this Agreement must be in writing and delivered by hand, post, or electronic means to the addresses specified above or as notified subsequently.

Clause 14 – Severability

If any provision of this Agreement is invalid or unenforceable, the remainder shall remain in full force and effect.

Clause 15 – Counterparts and Execution

This Agreement may be executed in counterparts and electronically. All counterparts together constitute one agreement.

HIRER'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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