

EQUIPMENT HIRE AGREEMENT

Location: _____ Date: _____

Hirer Information:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Address: _____

Phone/Email: _____

Owner Information:

Full Name / Company: _____

ABN / ACN (if applicable): _____

Address: _____

Phone/Email: _____

Equipment Details:

Description of Equipment: _____

Serial Number / Identification: _____

Condition on Hire: _____

Hire Period:

Start Date and Time: _____

End Date and Time: _____

Hire Charges and Payment:

Hire Rate (per day/hour): _____ AUD

Deposit Amount: _____ AUD

Payment Method and 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 – Equipment Condition

The Equipment is hired in its existing condition. The Hirer acknowledges having inspected the Equipment and accepts it in its present state, except for any defects advised in writing by the Owner.

Clause 3 – Use of Equipment

The Hirer agrees to use the Equipment only for the purpose for which it is intended and in a careful and proper manner, complying with all applicable laws and regulations.

Clause 4 – Hire Period

The Hire Period shall commence and end as specified above. The Hirer must return the Equipment by the end of the Hire Period unless an extension is agreed in writing.

Clause 5 – Hire Charges

The Hirer shall pay the Hire Charges as agreed. The charges are exclusive of GST and any other applicable taxes. Payment shall be made in accordance with the Payment Method and Terms specified.

Clause 6 – Deposit

A Deposit is payable by the Hirer prior to or on delivery of the Equipment. The Deposit will be refunded following return of the Equipment in the same condition, less any deductions for damage or unpaid charges.

Clause 7 – Risk and Insurance

Risk in the Equipment passes to the Hirer upon delivery and remains with the Hirer until the Equipment is returned in good condition. The Hirer must maintain adequate insurance covering loss, theft, or damage during the Hire Period.

Clause 8 – Maintenance and Repairs

The Hirer is responsible for routine maintenance and must notify the Owner immediately of any damage or malfunction. Repairs may only be undertaken with prior written consent from the Owner.

Clause 9 – Return of Equipment

The Hirer shall return the Equipment to the Owner at the agreed location, in good condition, fair wear and tear excepted, at the end of the Hire Period.

Clause 10 – Breach and Termination

If the Hirer breaches any term of this Agreement, the Owner may terminate the hire immediately and retake possession of the Equipment. The Hirer remains liable for all charges and damages.

Clause 11 – Liability and Indemnity

The Hirer indemnifies the Owner against any claims, losses, or damages arising from the Hirer's use of the Equipment except where caused by the Owner's negligence.

Clause 12 – Governing Law and Jurisdiction

This Agreement is governed by the laws of the United States. The parties submit to the exclusive jurisdiction of the courts of the applicable state for any disputes.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

Clause 14 – Amendments

Any amendment to this Agreement must be in writing and signed by both parties.

Clause 15 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by certified mail, or by email with read receipt.

Clause 16 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 17 – Counterparts

This Agreement may be executed in counterparts, each of which is an original and all of which constitute one instrument.

Clause 18 – Signatures

The parties have executed this Agreement as of the date first written above.

HIRER'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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