

**RENTAL PERIOD**

01. The rental period shall be from the time and date signified for the delivery of the equipment to the Borrower as shown on the face hereof until the equipment is returned to or repossessed by the lender. The lender may terminate the rental period after receiving proper confirmation of theft or destruction of the equipment. The Borrower shall return the equipment to the lender on the date and time as specified herein or such earlier date as the lender may require under clause 2 hereon. The lender reserves the right to impose an extra charge by way of a fine for late return of the equipment after the date and time specified for return herein.

OFFER

02. The Borrower by his or her signature offers to borrow the equipment from the Lender for the agreed rental period, and hence acknowledges receipt of the equipment, and agrees to pay the total rent to the Lender.

INSURANCE

03. The Borrower shall insure the equipment in the name of the Lender during the rental period and shall produce to the Lender at the time of the rental period commencing the policy of the insurance with the Lenders interest endorsed thereon as the owner. In the event that such insurance is not produced to the Lender at the time of the commencement of the rental period then the Borrower acknowledges that he or she is liable to pay by way of an extra hiring charge a premium to insure the equipment under the master policy of the Lender.

The Borrower agrees that he or she shall be liable to pay a \$1000 excess in relation to any claim made for loss or damage to the equipment on the Lender's said policy.

USE

04. The purpose for which the equipment is borrowed is specified by the Borrower on the face hereof. In the event that the equipment is used for any other purpose the Borrower will advise the Lender immediately or that such time as it becomes relevant to do so.

BORROWER'S COVENANTS

05. [a] That the equipment lent will at the end of the lending period be returned by the borrower in good condition free of any damage or defect of any kind of whatsoever nature except for ordinary wear and tear and any damage or defect noted on the equipment prior to the rental period commencing. The Borrower agrees that the Lender may recover from the Borrower any amount due under this indemnity including the amount of the damage as a liquidated demand.

[b] To indemnify the Lender from Liability from any and all losses, damages, injuries, claims, demands and expenses including legal expenses of whatsoever kind or nature arising out of the use of the hired equipment.

[c] Not to sell and transfer or sub-let its rights under this agreement or pledge mortgage or encumber the equipment or its rights hereunder or submit the said equipment to any lien charge or encumbrance.

[d] Not to use the equipment on any abnormal or hazardous assignment or be used under water or taken from the ground other than a scheduled flight by a recognised airline or taken out of the state of NSW without the prior consent of the Lender.

[e] To compensate the Lender for any loss which it may suffer as a result of cancellation or variation of any order for the equipment.

[f] That no repairs be carried out on the equipment by Borrower or by instruction from Borrower.

RIGHT TO REPOSSESS

06. The Lender may repossess the equipment and the Borrower shall on being so required by the Lender forthwith return the equipment to the Lender if the Borrower is in breach of any term or condition hereof or has made any misrepresentation to the Lender or the equipment is damaged in any way.

MINIMUM HIRE PERIOD

07. One day on all hire location production equipment.

LIGHTING HIRE

08. Electric globes, supplied loose or as a part of a fitting, are supplied on the condition that all damage is the customers responsibility. Hirer will be responsible for globes blown except through old age - these will be charged for at normal market rates.