



**AGILITY EQUIPMENT HIRE AGREEMENT**

*(Please note trailer is not to be towed off Kcc Park premises)*

RENTERS PARTICULARS Club: \_\_\_\_\_

Name: \_\_\_\_\_ Position: Secretary/President \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Person towing trailer out: \_\_\_\_\_

Person towing trailer back: \_\_\_\_\_

**\*\*KEY- Collection of the key needs to be approved by a committee member**

**(N.B. Vehicle/Tow bar MUST have a towing capacity of 1900kg)**

Hire Start Date: \_\_\_\_\_ Pickup Date/Time: \_\_\_\_\_

Hire End Date: \_\_\_\_\_ Drop off Date/Time: \_\_\_\_\_

Hire Charge:

Refundable Deposit (\$100): Please provide bank details below if you wish to have deposit re turned via EFT.

Hire Trailer (with 2 full Agility sets) \$200 per day: \$\_\_\_\_\_ .00

Hire 3 Gazebos @ \$30 per day \$\_\_\_\_\_ .00

Timing Gates (2sets available) @ \$25.00 per day per set \$\_\_\_\_\_ .00

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**Total Hire cost** \$\_\_\_\_\_ .00

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**K9's Bank Details:**

K9 Agility Club Inc.

BSB: 083-266

Account: 57 383 4387

Equip hire- then installs of club e.g. K9

**Deposit Returned Bank Details**

Acc Name: \_\_\_\_\_

BSB: \_\_\_\_\_

Account No: \_\_\_\_\_

Description you would like used: \_\_\_\_\_

**Payments must be made by cheque, cash or Bank deposit 5 business days prior to pick up.**

**Receipt of Bank deposits to be emailed to [k9agilityclub@gmail.com](mailto:k9agilityclub@gmail.com)**

**TRAILER SPECIFICATION:** External dimensions 10ft x 5ft x 6ft. Gross weight 1900kg

**EQUIPMENT:** See attached K9 Equipment List Below

*\*\* Deposit will be returned at the end of the hire period when trailer has been checked for missing or damaged equipment by a K9 Agility Club officer.*

## **HIRE AGREEMENT TERMS & CONDITIONS**

### **1. INTERPRETATION**

1.1 In this Agreement:

1.1.1 "Owner" means K9 Agility Club Inc. (A0046130J).

1.1.2 "Goods" means the Agility equipment described on the front of this form.

1.1.3 "Hirer" means any person who signs the Agreement personally, or dog club signed by the President or Secretary of that organisation

1 "Hire Charge" means the sum set out on the front of this form as the "Hire Charge".

### **2 RENTAL OF GOODS**

1 The owner agrees to hire the Goods to the Hirer for the Hire Period and Hirer agrees to take the goods on hire for that period on the terms and conditions set out in this Agreement. The hirer is entitled to use the Goods for the Hire. The Hirer agrees to return the Goods to the Owner at, Equipment Shed 2, KCC Park, 655 Westernport Hwy, Skye, Victoria 3977, on or before the end of the Hire Period.

### **2 HIRERS' WARRANTIES**

3.1 The Hire Warrants that:

3.1.1 The particulars on the front of this form are correct in every respect and are not misleading in any way including, without limitation, by omission;

3.1.2 The Hirer holds a current drivers licence and is over the age of 25 years old. The Hirer must ensure at all times the Goods are towed only by persons holding a current motor vehicle drivers licence in Australia of the appropriate class and their name listed on the front of this form. The Hirer must also ensure the Goods are not misused or abused.

1 That their vehicle is suitable for towing the Goods.

### **2 HIRERS' OBLIGATION**

4.1 The hirer will:

4.1.1 Maintain the Goods in good and substantial repair and condition (fair wear and tear excepted) and return the Goods in good order, repair and in clean condition and only use the Goods as they would be used by a careful and prudent owner.

4.1.2 Report any damage to, or loss of the Goods to the Owner immediately when such damage or loss occurs.

4.1.3 Be liable for any breach of this Agreement committed to by the Hirers servants or agents; and

1 Indemnify the Owner of any loss (including legal costs) incurred by the Owner in relation to any breach of the Agreement and for any liability arising out of any such breach.

### **2 INDEMNITY**

5.1 The Hirer agrees to use, operate and possess the Goods at the Hirers risk.

5.2 The Hirer agrees that the Owner will have no responsibility or liability for any losses or damage to the property of the Hirer.

5.3 To the full extent permitted by the law, the Hirer releases, discharges and indemnifies the Owner from all claims and demands on the Owner arising out of or consequent upon the use or misuse of the Goods during the Hire Period.

1 The Owner will suffer no claim from the Hirer for reimbursement of costs involved due to the failure of the

Goods, either through accidental damage, mechanical breakdown or such event during the Hire Period.

## 2 **LOSS, DAMAGE OR BREAKDOWN OF THE GOODS**

6.1 The hirer will be responsible for any loss or damage to the Goods irrespective of how the loss or damage occurred (fair wear and tear excepted).

1 If there is a breakdown or failure of the Goods then the Hirer shall return the Goods to the Owner at Equipment Shed 2, KCC Park, 655 Westernport Hwy, Skye, Victoria 3977, at the Hirers expense and the Hirer shall not attempt to repair the Goods.

## 2 **INSURANCE**

7.1 No insurance cover is provided by the Owner for goods. The hirer will be liable for replacement or repair costs if damage resulting from an accident or theft of the goods occurs during the period of hire.

1 Should a third party be responsible for the damages caused to the Goods, whether by collision, accidental or malicious means and a claim proven against them leading to a compensation payment to the Owner, then such monies will be refunded to the Hirer less any legal costs incurred in the claim.

## 2 **COMPLETION OF THE HIRE PERIOD**

8.1 Return of all Included Items as listed on the front of this form must be made; otherwise the Hirer is responsible for the replacement cost of same.

8.2 The Hire Period is completed only when the Goods have been returned to Equipment Shed 2, Equipment Shed 2, KCC Park, 655 Westernport Hwy, Skye, Victoria 3977 in the same condition as when they were hired.

9. **GOVERNING LAW** This Agreement and the hire of the Goods are governed by the Laws of Victoria and any proceedings arising from this Agreement shall be brought only in Victoria.

I have read, understood & accept the terms and conditions noted above of this hire agreement

Signed by the Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

## List 1: Equipment 2021

Contacts	
1	A frame Purple & Yellow
1	A frame Purple & Orange
1	See saw Purple & Yellow
1	See saw Purple & Orange
6	See Saw Bag weights
1	Dog Walk Purple & Yellow
1	Dog Walk Purple & Orange
Broad Jump	
2	Broads
9	Broad Pole holders
8	Broad Poles
2	Broad straps sets
Spread jump PVC	
1	Spread PVC
	Spread "Sit for dogs" double wing
2	1 x blue
	1 x White
Flexi Tunnel	
2	5 meter Sure Grip- Purple
1	5 Meter Sure Grip- Blue
1	5 Meter Speedtrax- Yellow/pink
1	6 Meter Slinky- Orange
1	6 Meter Speedtrax - Blue/pink
Tunnel Bags (approx. 4 tunnel bags per tunnel)	
28	tunnel bags in total made up of below:
6	Orange
6	Purple with pink caps
6	Pink with purple caps
6	Blue with yellow caps
2	Yellow with Purple caps
1	Large old design pink
1	Large old design Blue
1	Large design purple
Tyre	
2	Tyre Side Frame (Galican)

Wing Jumps	
14	Purple with White inters
6	White with Purple inserts
Wingless Jumps	
3	Blue wingless
5	White Wingless
4	Purple Wingless
Bars	
10	Black & White
8	Blue & White
6	Purple white large space
8	Purple White small space
20	Purple white tape
4	Pink white (snooker only)
Wing Weights	
9	Purple
5	Dark Pink
7	light pink
	Total = 21 individual
Weavers	
2	Weavers sets
4	Weave connectors
24	Weave Poles
Numbers	
2	#1-#24 abcd- A frame style
1	#1-24 stick in the ground light blue
1	#1-24 stick in the ground black
1	#1-#15 stick in ground black
1	#1-#15 stick in ground dark blue
Other bits and pieces	
lots	Pegs
	Hammers
List 2 – Gazebos & Entry/Exit guards	
3	Gazebos with 3 walls per gazebo
3	Boxes containing walls & pegs, ropes
6	5meter Barrier entry/ Exit guards