HIRE AGREEMENT TERMS & CONDITIONS

1. INTERPRETATION

1.1. In this Agreement:

1.1.1. "Owner" means K9 Agility Club Inc. (A0046130J). "Goods" means the Agility equipment described on the front of this form.

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

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

2. RENTAL OF GOODS

2.1. 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.

3. 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.

4. 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

4.1.4. 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.

5. 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.

5.4. 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.

6. 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).

6.2. 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.

7. 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.

7.2. 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.

8. 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: _____