

## Rental agreement for short term hire of goods or equipment

This agreement is made on \_\_\_\_\_

between

Ku-ring-gai Little Athletic Centre Inc ABN 35 077 812 233 of Bannockburn Oval, Bannockburn Road, Pymble 2073, NSW, (the **Owner**).

and

[*Renter's name or Renter's agent's name*] (ABN [*number*]) of [*Renter's address*] (**Renter**).

This agreement will terminate on \_\_\_\_\_

### BACKGROUND

- A. The Owner and the Renter have agreed to enter into this agreement on the terms and conditions set out in this agreement.
- B. The Owner agrees to rent the Goods to the Renter for the Rental Period and the Renter agrees to take the Goods on hire for that period and to pay the rental charge set out in the Price List for the Goods for that Rental Period, as set out in schedule 1, on the terms and conditions set out in this agreement.

### OPERATIVE PROVISIONS

#### 1 Definitions

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In this agreement:

**Goods** means any item or items described in Schedule 1, any replacement goods, and all accessories and other equipment.

**Owner** means Ku-ring-gai Little Athletic Centre Inc and its substitutes, successors and permitted assigns.

**Price List** means the Owner's published price list for its goods which is current at the date and attached in Schedule 1.

**Rental Period** means the period beginning on the date set out above as the commencement date and ending on the date agreed above or, if the Goods are stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Goods have been stolen or are damaged beyond repair.

**Renter** means the person detailed above as the agreed renter, who has personally signed this agreement, or has been signed on the Renter's behalf by an agent.

#### 2 Rental of Goods

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The Owner agrees to rent the Goods to the Renter for the Rental Period and the Renter agrees to take the Goods on hire for that period and to pay the rental charge set out in the Price List for the Goods for that Rental Period, on the terms and conditions set out in this agreement. The Renter is

entitled to use the Goods for the Rental Period and for any agreed extension of the Rental Period. The Renter agrees to return the Goods to the Owner's address at the end of the Rental Period.

### **3 Payment for rental**

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- (a) The Renter agrees to pay to the Owner the amount of the rental charge set out in the Price List for the Goods for the Rental Period, as set out in schedule 1 of this agreement.
- (b) The Renter also agrees to pay the other amounts, set out in schedule 2, calculated in accordance any duties, fees, outgoings, penalties, fines, demands, charges or costs imposed by any authority on or in connection with this agreement or the Renter's hiring of the Goods.
- (c) The Renter authorises the Owner to complete any documents necessary or desirable to enable the Renter to make any payments through any credit card system.

### **4 Renter's warranties**

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The Renter warrants that:

- (a) the particulars are correct in every respect
- (b) the Renter holds a current licence or other authority valid for the type of Goods hired, and
- (c) in selecting the Goods, the Renter has not relied on the Owner's skill and judgment or on any representations made by or on behalf of the Owner and agrees that the Goods comply with their description, are in merchantable condition and are fit for the Renter's purpose.

### **5 Renter's obligations**

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The Renter will:

- (a) keep the Goods in first class condition and only use them as they would be used by a careful and prudent Owner;
- (b) not use the Goods for any illegal purpose;
- (c) report any damage to, or loss of, the Goods to the Owner immediately such damage or loss occurs;
- (d) be liable for any breach of this agreement committed by the Renter's servants or agents; and
- (e) indemnify the Owner for any loss (including legal costs) incurred by the Owner in relation to any breach of this agreement and for any liability arising out of any such breach, and for any loss or damage to the Goods incurred during the Rental Period.
- (f) to the extent permitted by law, the hirer indemnifies the owner from all claims and demands on the owner arising out of the use or misuse of the equipment under the hire, including in respect of injuries to or deaths of persons and any damage to property.

### **6 Repossession**

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The Owner may retake possession of the Goods if the Renter breaches any provision of this agreement.

**7 Title to Goods**

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The Renter acknowledges that the Owner retains title to the Goods and that the Renter has rights to possess the Goods as a mere bailee only. The Renter does not have any right to pledge the Owner's credit in connection with the Goods and agrees not to do so. The Renter also agrees not to agree, attempt, offer or purport to sell, assign, sublet, lend, pledge, mortgage let on hire or otherwise part with or attempt to part with the personal possession or otherwise deal with the Goods and not to conceal or alter the Goods or make any addition or alteration to, or repair of, the Goods.

**8 No waiver**

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Time is of the essence of this agreement, except that no delay by the Owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

**9 Governing law**

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This agreement will be governed by the law of New South Wales

Executed as an agreement on \_\_\_\_\_.

Signed for Ku-ring-gai Little Athletic  
Centre Inc by its authorised  
representative

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of witness

Agreed by the Renter

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Signature of Renter or Renter's agent

\_\_\_\_\_  
Signature of witness

**SCHEDULE 1    Payment for rental**

*[Insert price list.]*

## **SCHEDULE 2    Other amounts**

*[Insert details of other expenses for the goods for the rental period.]*