

RENTAL AGREEMENT

HIRER DETAILS

COMPANY NAME (if applicable):

HIRER/ CONTACT NAME:

PHONE NUMBER:

ADDRESS:

EMAIL:

ABN/ ACN (If applicable):

DRIVER'S LICENSE NUMBER:

Please Note: Hire is available via COD. All applicable fees must be paid in full via Bank Transfer. Account details are as follows:

Bank: NAB

Account Name: Vanessa Cox

BSB: 083202

Account Number: 153966754

PLEASE SELECT THE ITEMS YOU WOULD LIKE TO HIRE

If you would like to hire the full production kit, do not click any other items

ITEM	SELECT TO HIRE
Arri Alexa Plus Kit	
SmallHD 702 Touch on board monitor	
SmallHD 702 OLED Monitor in Director's Cage	
Misfit 3 Stage 114mm Clamp on Matte Box	
Tiffen Full Spectrum IRND Filter set .3 – 2.1	
4 x 230Wh V Lock Batteries with 4 Bank Charger	
2 Bank Dyna Core V Lock Charger	
RT Motion Remote Focus Kit	
Vaxis Thor 800ft Wireless Tx and Rx	
SHAPE Hand Held Handles with Arri Rosette	
Magliner Camera Cart with Vehicle Ramp	
Full Production Kit (all of the above)	

Please specify the dates of hire below:

PICK UP:

RETURN:

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Terms and Conditions for a Contract of Hire

This document contains important information regarding a Contract of Hire between the Equipment Provider - Vanessa Cox and the Hirer.

Please read this document and ensure you understand all points covered.

If you have any questions, or would like to discuss any aspect of this document, please contact Vanessa Cox via:

vcoxjmc@gmail.com

To begin a Contract of Hire, all points in this document must be agreed upon, signed and dated by the Hirer.

The following terms and conditions apply to the hire of any and all equipment from the Equipment Provider.

Condition 1 – General terms and definitions

Booking

A proposed hire of equipment communicated to the Equipment Provider via email, Internet or telephone

Cancellation Fee

A fee payable by the Hirer that is incurred when an equipment booking is cancelled less than 48 hours of from commencement of a Contract of Hire

Contract of Hire

The agreement reached between the Equipment Provider and Hirer for the Hire of equipment. This includes all costs and timeframes.

Contract of Hire Fee

The monetary compensation payable from the Hirer to the Equipment Provider for hire of equipment

Claims

A formal request by a policyholder to an insurance company for coverage or compensation for a covered loss or policy event.

Equipment

Any items including camera body, monitors, wireless video systems, remote focus systems, transport devices, accessories and storage devices available for the Hirer for hire

Equipment Provider

The named Vanessa Cox, owner of all equipment available for hire

Expenses

Costs incurred or required by any party relating to an activity

Hire Period

The inclusive beginning and ending date of a Contract of Hire

Hirer

The person or persons named on the Contract of Hire

Monetary Compensation

Payment for any goods or services

Payment

The complete transfer of any agreed monetary value for hire, repair or replacement

Possession

The responsibility of care and safe keeping of equipment

Production

The process of or management involved in making a film, play, or record

Replacement Value

The cost associated with replacing any equipment that has been subject to loss, damage, fire or theft

Reschedule

To change, alter or extend the dates set out in a Contract of Hire

Responsibility

Accountability in regards to the possession, use, storage and return of equipment

Subsequent Hire

Any instances of hire that are scheduled after a Contract of Hire in question

Condition 2 – Contract and Obligation

2.1 A Contract of Hire begins when the Equipment Provider notifies the Hirer that their equipment booking has been approved. This can be via email, telephone or SMS Message. Verbal communication does not apply to this Condition.

2.2 In the event that the Equipment Provider has given written confirmation of a proposed Contract of Hire via applicable forms stated in condition 2.1 but the equipment becomes unavailable for any or all of the proposed hire period, the equipment provider shall notify the hirer as soon as practicable via email, telephone or SMS message. In this situation the hirer may cancel any or all of the booking or reschedule the booking

2.3 In the event of Condition 2.2, the Hirer will not be charged any cancellation fees applicable to the Contract of Hire

Condition 3 – Payment of Hire

3.1 The Hirer must pay the charges set out in the Contract of Hire prior to taking possession of the equipment. Payment must be accepted and processed in full by any banking institution prior to taking possession of the equipment. Failure to do so may result in a delay of hire.

3.2 Payment may not be made in instalments.

3.3 A cancellation fee of 50% of the total hire may be charged by the Equipment Provider if an order is cancelled within 48 hours of the proposed contract of hire.

3.4 The date of hire may be changed prior to equipment collection but it must be more than 48 hours notice or a cancellation fee may be incurred.

3.5 If the date of hire is changed the availability of equipment is not guaranteed and preference may be given to other parties who have organised a hire prior to the revision of dates of hire.

Condition 4 – Collection and Return of Equipment

4.1 All equipment will undergo proper maintenance and checks when returned by a Hirer after a Contract of Hire has been completed. However, the checks and maintenance may not take place at the immediate time of return due to the nature of thorough and complete maintenance and checking.

4.2 If the Hirer does not return the equipment as otherwise agreed to in the Contract of Hire and does not notify the Equipment Provider via either email, telephone or SMS Message of any changes to their situation in regards to returning the equipment, the Equipment Provider may report the equipment as stolen.

4.3 If equipment is reported as stolen, the Equipment Provider may charge the Hirer for the full replacement cost of the equipment and any additional hire fees incurred until the equipment is returned to the Equipment Provider in a satisfactory condition readily available for subsequent hire.

4.4 In regards to Condition 4.2, the Hirer may contact the Equipment Provider and negotiate an extension of hire. This will incur additional charges in line with the new Contract of Hire. An extension of hire may also be denied if the equipment is already booked for another Contract of Hire.

Condition 5 – Responsibility when in Possession of Hired Equipment

5.1 Responsibility to take care of and maintain any and all equipment when in possession of it under any agreed contract of hire rests with the Hirer. The Hirer is required to take all steps necessary to ensure the equipment is not subject to any loss/ damage/ fire or theft.

5.2 The Hirer is not permitted under any circumstances to claim the equipment belongs to anyone other than Vanessa Cox, the Equipment Provider whether a Contract Hire has commenced, is yet to commence or has been completed.

5.3 The Hirer is not permitted to receive any monetary compensation for allowing other parties to use the equipment in any circumstance. If this eventuates the Contract of Hire can be terminated immediately with no refund of any outstanding payment of hire.

Condition 6 – Terms of Equipment Care

6.1 The Hirer is not permitted to change, augment or interfere with the equipment from the original condition it was received in at the commencement of a Contract of Hire. No labels/ tags/ Velcro may be removed or added to the equipment. If any such items are needed during the Contract of Hire, they must be removed completely upon return.

6.2 Any and all occurrences of loss/ damage/fire/ theft must be reported to the Equipment Provider within 24 hours of their occurrence. If the Equipment Provider is not notified within this time, the Hirer may be liable for any costs associated with failure to comply and a Contract of Hire may be terminated immediately with no refund of payment of hire.

6.3 If any loss/ damage/fire/ theft occurs during a Contract of Hire, the Hirer is required to complete a Loss and Damage form to be returned to the Equipment Provider.

6.4 In the event of any theft of equipment, the Hirer is required to file a Police Report and provide a copy to the Equipment Provider

6.5 The Hirer is expected to take all necessary precautions to protect the equipment from loss/ damage/fire/ theft/ other risks.

6.6 Under no circumstance is the equipment to be left in a vehicle parked on the street. Equipment may be left in a vehicle if it is locked, alarmed and stored within/ behind a locked and alarmed gate or housing such as a garage.

6.7 The Equipment Provider may request the full details of the equipment's location at any time during the Contract of Hire.

6.8 The Hirer must permit the Equipment Provider to inspect the equipment at any time during the Contract of Hire. This includes giving the Equipment Provider access to any location where the equipment may be held.

6.9 Equipment is not permitted to leave Australia. If the equipment is moved outside of Australia the Equipment Provider can report the equipment as stolen and take action as stated in Condition 4.2 and 4.3

If equipment has been damaged the Hirer is not permitted to continue use and must notify the Equipment Provider as soon as practicable.

Condition 7 – Loss/ Damage/ Fire and Theft

7.1 In the event that any or all equipment is subject to loss/ damage/ fire or theft during the Contract of Hire, the Hirer will be required to pay for the complete Contract of Hire. In addition, the Hirer will be required to pay for any loss of rental income in relation to confirmed bookings from the date the loss/ damage/ fire/ theft is reported until the equipment is returned to a satisfactory condition for subsequent hire. The Equipment Provider may supply evidence of confirmed bookings in which the loss of rental income may arise.

7.2 In the event equipment is returned damaged or unsatisfactory for subsequent hire, the Hirer must pay the cost of any repairs or maintenance required. The Hirer may also be required to pay any loss of hire fees as a result of damage caused while on a Contract of Hire.

7.3 The Hirer will be required to pay the full replacement value of equipment and any costs associated with Condition 7.1 for any Equipment that has been subject to loss/ damage/ fire or theft while under the responsibility of the Hirer during the Contract of Hire

7.4 The Equipment Provider is required to use the proper channels to ensure equipment is repaired/ replaced as quickly as possible to return it to a satisfactory condition for subsequent hire using the funds required in any event arising from Condition 7.1

7.5 In the event that any monies are owed under conditions 7.1, 7.2, 7.3 the Hirer is obliged to pay in accordance with any legal proceedings that may occur.

Condition 8 – Booking Modifications and Cancellations

8.1 As stated in Condition 3, complete or partial cancellations made within 48 hours prior to the commencement of a Contract of Hire will incur a charge of 50% of the total Contract of Hire Fee of the cancelled Equipment.

8.2 As stated in Condition 3, changes to the Hire Period within 48 hours prior to the commencement of a Contract of Hire will incur a charge of 50% of the total Rental Fee of the Booking being modified.

8.3 Failure to collect the equipment by the end of the first day of the Contract of Hire will result in cancellation of the hire unless prior arrangements are made. A day of booking is defined as 24 hours from the specified hour of collection when arranging hire.

8.4 If a Customer fails to collect equipment at the commencement of booking without prior notice or arrangement, they will incur a charge of the full Contract of Hire.

8.5 The Hirer must notify the Equipment Provider as soon as possible to enable the equipment to be hired to other parties if required.

8.6 No refund is given for the early return of Equipment.

Condition 9 – Liability

9.1 The Equipment Provider is not liable for any costs, claims, legal proceedings or expenses resulting from the Hirer's use of damaged or faulty equipment after such conditions of equipment have become suspected, apparent or communicated to the Hirer.

9.2 The Equipment Provider is not liable for any terms set out in Condition 9.1 if payment for the Contract of Hire has not been made or is not complete

9.3 The Equipment Provider is in no way liable for the actions of the Hirer in relation to any Production or its staff, workers, volunteers and/ or subcontractors.

Condition 10 – Overall Conditions

10.1 All Contracts of Hire are treated as their own individual agreements and can not be combined with other Contracts of Hire.

10.2 Any alterations or changes to a Contract of Hire will not be valid unless applied for in writing and signed upon by both the Equipment Provider and Hirer.

10.3 The name and details can not be changed or transferred to another party once a Contract of Hire has commenced.

10.4 If any elements or conditions set out in a Contract of Hire are breached by the Hirer they shall be required to compensate the Equipment Provider against any losses or liabilities arising from such a breach.

10.5 There are no waivers or exceptions to a Contract of Hire in the event of a contract breach.

10.6 The Equipment Provider will not be subject to any liability to the Hirer for any losses resulting from any events outside the reasonable control of the Equipment Provider.

10.7 The terms set out in these Terms and Conditions relating to the Hire of Equipment must be agreed upon before the commencement of hire and are binding thereafter to all parties involved in the hire of equipment.

I have read and agreed to all conditions outlined in this Rental Agreement

NAME OF HIRER

SIGNED

DATE
