

## Marquee/s Loan Agreement

This Agreement, made the .....day of .....20.....

by .....

hereafter called the “**Borrower**” and **Balnarring & District Community Services Limited**, hereafter called the “**Company**”.

The following conditions will apply to the loan of all equipment that forms part of the Company’s 3m x 3m Marquee/s, hereafter called the ‘Marquee/s

### 1. Fees

No hiring fee will be charged for the Marquee/s

### 2. Eligibility to borrow

- The Marquee/s will only be loaned to community groups or organisations which are customers of Community Bank Balnarring & District (at the discretion of the Company) where utilised for a community event
- Individuals and commercial companies will not be considered
- The Borrower must not lend or hire the Marquee/s to any other person or organisation
- The Marquees may not be used for any event/showing which involves gambling; which denigrates, excludes or offends any part of the community; which encourages violence; which depicts the mistreatment or exploitation of animals or which present a danger to public health or safety

### 3. Loan Period

The period of loan shall be:

**From:** Community Bank Balnarring & District

Date:..... Pick Up Time: .....

**To:** Community Bank Balnarring & District

Date:..... Drop Off Time: .....

**Items borrowed:** 3m x 3m Marquee

3m x 3m Marquee

The Borrower is responsible for all transport of the Marquee/s. As the Marquee/s are stored at Community Bank Balnarring & District, they must be picked up and returned during business hours, 9.30am to 5.00pm Monday to Friday, excluding public holidays.

#### **4. Responsibilities of the Borrower**

- The Borrower must take all reasonable care against the Marquee/s being lost, stolen or damaged and shall see that the Marquee/s are not subject to careless, unusually or needlessly rough usage
- The Borrower shall not remove, alter, disfigure or cover up any numbering, lettering or logo displayed upon the Marquee/s and no items are to be attached to the Marquee/s
- The Marquee/s are to be erected and dismantled on the day of the event and ideally should not be left up overnight. If the Marquee/s are to be left erected overnight, the Borrower must ensure that no damage occurs
- The Marquee/s are not to be used as a cover for a barbeque and no food should be cooked under the Marquee/s
- Marquees and associated sand bags are very heavy, two physically fit adults will be required for all lifting
- To ensure that the supporting frames of the Marquee/s are not damaged as they are raised and lowered, four adults are required to erect/dismantle the 3m x 3m Marquee. It is essential that the Borrower arranges for such assistance.
- The Marquee/s must be returned to Community Bank Balnarring & District in the same condition in which they were loaned and the Borrower must ensure that all ropes, pegs, sandbags and components of the Marquee/s are collected, properly packed and are in a clean condition ready for the next user
- The Borrower shall pay for any repairs which are necessary due to damage caused through the Borrower's negligence or misuse of the Marquee/s
- The Borrower shall pay for the replacement of the Marquee/s or accessories lost during the period of the loan

#### **5. Repairs to Marquee/s**

On no occasion must the Borrower or any other person attempt repairs to the Marquee/s.

Any damage requiring repairs must be brought to the attention of a staff member of Community Bank Balnarring & District as soon as possible. All repairs will be organised by the Company and the Company will invoice the Borrower for the cost of such repairs.

#### **6. Rights of the Company**

- The Company remains the owner of the Marquee/s
- The Company may terminate this agreement if the above conditions are not met
- The Company reserves the right to refuse to loan the Marquee/s and to manage bookings of the Marquee/s as to when the equipment is available

#### **7. Disclaimer of Warranties**

The Company, being neither the manufacturer, nor a supplier, nor a dealer in the Marquee/s, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Marquee/s their design, capacity, performance, material, workmanship, fitness for any particular purpose, or that they will meet the requirements of any law, rules or specifications which provide for specific apparatus or special methods

#### **8. Indemnity**

- The Borrower shall indemnify the Company against, and hold the Company harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the Marquee/s or the Agreement, including without limitation, the manufacture, selection, delivery, borrowing, control, possession, use, operation, maintenance or return of the Marquee/s

- The Borrower shall further indemnify the Company, and hold the Company harmless from all loss and damage to the Marquee/s during the loan period
- The Borrower recognises and agrees that included in this indemnity clause, but not by way of limitation, is the Borrower's assumption of any and all liability for injury, disability and death of users and other persons caused by the operation, use, control, handling, or transportation of the Marquee/s during the loan period
- The Borrower will provide the Company with a copy of its 'Certificate of Currency' as proof of the Borrower's Public Liability Insurance

## **9. Entire Agreement**

This instrument constitutes the entire agreement between the Company and the Borrower; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

**COMPLETE THE FOLLOWING DETAILS AS APPLICABLE**

I agree to the loan of the above-named Marquee/s from Balnarring & District Community Services Limited and to abide by the conditions of loan as set out in this agreement

Name: .....

Organisation: .....

Address: .....

Email: .....

Home phone: .....Business phone: .....

Mobile: .....

Event at which the Marquee/s will be used (name & description):

.....  
.....  
.....

Borrower's signature: .....

Date: .....

Signed on behalf of the Company: .....

Name: .....

'Certificate of Currency' copied & attached



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**RETURN**

Marquee/s checked on behalf of the Company: .....

Name: .....Date: .....

**Note: This Loan Agreement must be completed and taken to Community Bank Balnarring & District for completion by a staff member on behalf of the company before the Marquee/s can be picked up, a time for which is to be arranged with staff.**

