

**CANOPY RENTAL AGREEMENT**

**HIRER**

FULL LEGAL NAME OF HIRER: \_\_\_\_\_

DATE REQUIRED: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PHONE NO: \_\_\_\_\_

CANOPY LOCATION IF  
DIFFERENT FROM ABOVE: \_\_\_\_\_

**OWNER**

GALSTON FINANCIAL SERVICES LIMITED ABN 23 097 581 854

348 GALSTON RD GALSTON NSW 2159 (02) 96532227

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	<b>EQUIPMENT</b>	<b>EQUIPMENT DESCRIPTION</b>
.....	Galston Community Bank Canopy	3m x 4.5m EZUP Canopy (White)
.....	Galston Community Bank Canopy	3m x 4.5m EZUP Canopy (White)
.....	Galston Community Bank Canopy	3m x 4.5m EZUP Canopy (Maroon)
.....	Galston Community Bank Canopy	3m x 3m EZUP Canopy (Maroon)

(Please tick required size)

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**PAYMENTS INCLUDING GST**

AMOUNT OF PAYMENT

PAYMENTS TO BE MADE

Nil

N/A

1) Fail to perform or observe according to its terms any covenant contained in this agreement, or any other instrument or document executed in connection with this agreement;

2) Commit or fail to commit any act that results in jeopardizing the rights of the owner or causes the owner to deem itself insecure as to its rights.

3) If hirer is in default under this agreement, the owner, with or without notice to the hirer, shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies:

1) Terminate this agreement;

2) Enter on the hirer's premises and without any court order or other process of law repossess and remove the equipment, whether with or without notice to lessee; any such repossession shall not constitute a termination of this agreement unless the owner so notifies the hirer in writing, and the owner shall have the right, at its option, to hire the equipment to any other person or persons on such terms and conditions as the owner shall determine.

SECTION TWELVE.

NOTICES AND DEMANDS

Service of all notices under this agreement shall be sent by Australian registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

SECTION THIRTEEN.

TAX CONSEQUENCES

The owner assumes no liability and makes no representation as to the treatment of this agreement by any federal, state, or local taxation authority.

SECTION FOURTEEN.

WARRANTIES

The owner does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the equipment. The owner makes no express or implied warranties and hires the equipment "as is" and "with all faults."

SECTION FIFTEEN.

MISCELLANEOUS

This instrument constitutes the entire agreement between the owner and hirer and is irrevocable for its term, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. If more than one hirer is named in this agreement, the liability shall be joint and several. Any failure of the owner to require strict performance by the hirer or any waiver by the owner of any provision of the agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this agreement is deemed to be invalid, it shall not

affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement.

In witness whereof, each party has caused this agreement to be executed on the date indicated below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Hirer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Title

THIS AGREEMENT CANNOT BE CANCELLED and is subject to the TERMS AND CONDITIONS contained in this agreement.

## TERMS AND CONDITIONS

### SECTION ONE.

#### TERM

The term of this agreement is for \_\_\_\_\_ days and commences on the date an authorized person of hirer executes collects the equipment and signs this agreement. The term ends on the return of the equipment in a satisfactory condition to the owner.

### SECTION TWO.

#### RENT

Hirer shall pay the rent payments shown above, the first of which shall be due on the commencement date of this agreement. Rent payments shall be due whether or not hirer has received any notice that such payments are due.

### SECTION THREE.

#### INDEMNITY

Hirer shall indemnify the owner against, and hold the owner harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this agreement, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

### SECTION FOUR.

#### TAXES

Hirer shall reimburse the owner for (or pay directly if instructed by the owner) all charges and taxes (local, state, and federal) that may now or hereafter be imposed or levied on the sale, purchase, ownership, leasing, or use of the equipment.

### SECTION FIVE.

#### LOSS OR DAMAGE

Hirer assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release the hirer of its obligation under this agreement in the event of loss or damage. Hirer, at the sole option of the owner, shall (a) at hirer's expense, repair the equipment to the satisfaction of the owner; or (b) at hirer's expense, and to the satisfaction of the owner, replace the equipment with similar or like equipment in good condition and repair and of comparable value, with clear title thereto to the owner; or (c) make payment to the owner the total cost of the equipment.

### SECTION SIX.

#### INSURANCE

The owner shall provide, maintain, and pay for (a) insurance against the loss or theft of or damage to the equipment, for its full replacement value, the hirer will be responsible to meet any excess applicable to the insurance cover for loss theft or damage to the equipment and (b) the hirer is responsible for public liability and property damage insurance whilst using the equipment and proof of cover must be provided to the owner if requested. The following minimum insurances will be maintained: Public Liability Cover of \$10,000,000-. All insurance shall be in a form and amount and with companies satisfactory to the owner.

### SECTION SEVEN.

#### ASSIGNABILITY

Without the owners prior written consent, the hirer (a) assign, transfer, pledge, or otherwise dispose of this agreement, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than the hirer.

### SECTION EIGHT.

#### LOCATION AND MAINTENANCE

At the hirer's own risk, the hirer shall use or permit the use of the equipment solely at the location specified in this agreement, or if none is specified, at the hirer's address set forth above, and such equipment shall not be moved without the owner's consent. The hirer, at hirer's expense, shall maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment. The owner shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment.

### SECTION NINE.

#### SURRENDER

On expiration of the term or on demand by the owner pursuant to Section Eleven, the hirer, at the hirer's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to such place or on board such carrier, packed for shipping, as the owner may specify.

### SECTION TEN.

#### TITLE; PERSONAL PROPERTY

The equipment is, and shall at all times remain, property of the owner, and the hirer shall have no right, title, or interest except as expressly set forth in this agreement.

### SECTION ELEVEN.

#### DEFAULT AND REMEDIES

A) The hirer shall be in default under this agreement if hirer shall: