



EQUIPMENT HIRE AGREEMENT

THIS EQUIPMENT HIRE AGREEMENT (this "Agreement") dated this _____ day of _____, _____

BETWEEN:

Exotic Guitar Hire (ACN: 670 053 166) of PO Box 57 Maylands WA 6931
(the "Owner")

AND

_____ of _____
(the "Hirer")

(the Owner and Hirer are collectively the "Parties")

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner on the following terms:

The following definitions are used but not otherwise defined in this Agreement:

1. Definitions

- 1.1 "Equipment" means _____ which has an approximate value of \$_____.
- 1.2 "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

2. Lease

- 2.1 The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

3. Tracking Device

- 3.1 The Hirer consents to the Equipment being installed with a tracking device for the purposes of the Equipment's location to be tracked.
- 3.2 The Hirer accepts that if the Equipment is not returned to the Owner as per the terms of the Agreement, the tracking location will be used to determine the location of the Equipment.
- 3.3 The Owner agrees to not use the tracking device information for unwanted tracking or to track a person outside the terms of this Agreement.



4. Term

4.1 This Agreement commences on _____ and will cease on _____ (the "Term").

5. Payment and Deposit

- 5.1 Payment for hire of the Equipment for the agreed Term, inclusive of GST, will be \$_____ ("payment") and the payment will be paid directly to the Owner prior to the Hirer taking possession of the Equipment for hire.
- 5.2 The cost of hire per day will be provided on the Exotic Guitar website at all times and can be amended at the discretion of the Owner at any time but cannot be amended when an agreed Term is currently in place.
- 5.3 The Hirer will pay a deposit of \$_____ (the "Deposit") before taking possession of the Equipment for hire. The Owner will refund the Deposit to the Hirer at the end of the agreed Term provided that the Hirer has performed all of the Hirer's obligations under this Agreement and no damage is identified on the Equipment.

6. Delivery of Equipment

6.1 The Hirer will collect and transport the Equipment from an agreed address to be provided by the Owner.

7. Use of Equipment

- 7.1 The Hirer will use the Equipment in a reasonable and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state, or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- 7.2 The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.
- 7.3 The Hirer will not alter, modify, or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

8. Repair and Maintenance of Equipment

- 8.1 The Hirer will keep the Equipment in good repair, appearance, and condition for the agreed Term.
- 8.2 If the Equipment is not in good repair, appearance, and condition when it is returned to the Owner, the Owner will retain the Hirer deposit and the Owner may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance, and condition. The Owner will make the repairs within a reasonable time of taking possession of the Equipment and will give the Hirer written notice of and invoices for the repairs. Upon receipt of such invoices, the Owner will retain the deposit provided by the Hirer to cover the cost of the repairs.



- 8.3 The Hirer will immediately reimburse the Owner for any outstanding expense/s incurred by the Owner of those repairs.
- 8.4 The Hirer will not attempt to repair the Equipment.

9. Warranties

- 9.1 The Equipment will be in good working order and good condition upon pick up by the Hirer.
- 9.2 The Equipment is of merchantable quality, as described on the Exotic Guitar website and is fit for the purposes it is ordinarily used.

10. Loss and Damage

- 10.1 To the extent permitted by law, the Hirer will be responsible for risk of loss, theft, damage, or destruction to the Equipment from any and every cause during the Term of the Agreement.
- 10.2 If the Equipment is lost or damaged, during the Term of the Agreement the Hirer will inform the Owner as soon as practicable and will return the Equipment to the Owner immediately thereafter.
- 10.3 The Hirer will incur the cost to repair the Equipment of the same model, type, and configuration.
- 10.4 In the event of Total Loss of the Equipment due to damage to the Equipment during the Term of the agreement, the Hirer will incur the cost to replace the Equipment of the same model, type, and configuration.

11. Ownership, Right to Hire and Quiet Enjoyment

- 11.1 The Equipment is the property of the Owner and will remain the property of the Owner.
- 11.2 The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
- 11.3 The Owner warrants that the Hirer has the right to hire the Equipment according to the terms in this Agreement.
- 11.4 The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Equipment or the Hirer's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

12. Surrender of Equipment

- 12.1 At the end of the Term agreed or upon earlier termination of this Agreement as agreed between the Owner and the Hirer, the Hirer will return the Equipment at the Hirer's cost, expense, and risk to the Owner by delivering the Equipment to an agreed address.
- 12.2 If the Hirer fails to return the Equipment to the Owner at the end of the Term by the agreed time or any earlier termination of this Agreement, the Hirer will pay to the Owner the cost of one day of hire per day thereafter until return of the Equipment to the Owner.
- 12.3 The cost of one day hire will be the amount as provided on the Exot



13. Default

13.1 The Hirer fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Hirer's obligations under this Agreement.

14. Remedies

14.1 On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies").

14.2 Apply the Deposit toward any amount owing to the Owner.

14.3 Commence legal proceedings to recover the Payment and other obligations accrued before and after the Event of Default.

14.4 Take possession of the Equipment, without demand or notice, wherever the Equipment may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession.

14.5 The Owner may terminate this Agreement immediately upon written notice to the Hirer.

14.6 Pursue any other remedy available in law or equity.

15. Renewal

15.1 The Hirer may request to renew this Agreement for an additional Term by written notice to the Owner prior to the end of the current term and as agreed to by the Owner. Other than as agreed upon in writing between the Parties, the renewal will be on the same terms as this Agreement, except for this renewal clause.

16. Address for Notice

16.1 Service of all notices under this Agreement will be delivered by the contact details provided by the Hirer.

17. Payment

17.1 All dollar amounts in this agreement refer to Australian dollars, and all payments required to be paid under this Agreement will be paid in Australian dollars unless the Parties agree otherwise.

18. Governing Law

18.1 This Agreement will be construed in accordance with and governed by the laws of Australia and the Parties submit to the exclusive jurisdiction of the Australian courts.

19. Notice to Hirer

19.1 NOTICE TO THE HIRER: This is a Hire Agreement. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement via email when you sign it.