

HIRE AGREEMENT FORM



Event Trailer and Equipment Hire Agreement – Application Form

Applicant Name:		
Organisation:		
Address:		
Email Address:		
Contact No:		
Event Name:		
Event Location:		
Name of person collecting:		
Contact Number:		
License and Vehicle details:	Driver License No:	Vehicle Rego:
Pick up and return:	Date of Hire: / / Time: :	Date to be returned: / /
Insurance:	<p>You are expected to provide a Public Liability Insurance Certificate of Currency in accordance with the provisions set out in the General Conditions of Hire – see attached.</p> <p><input type="checkbox"/> I/our group/organisation has Public Liability Insurance</p> <p><input type="checkbox"/> Enclosed is the Certificate of Currency</p> <p>If you do not have a Public Liability Policy, please read Insurance provisions in the General Conditions of Hire.</p> <p><input type="checkbox"/> I wish to apply for Public Liability Insurance through Indigo Shire Council.</p> <p>You are expected to provide a copy of your vehicles Comprehensive Insurance Policy Certificate of Currency.</p> <p><input type="checkbox"/> Enclosed is the Certificate of Currency.</p>	
Deposit:	<p>In recognition of the limited operating budgets of the many community groups hiring this trailer, Council has elected not to charge a deposit fee. Please ensure you read the terms and conditions carefully as they set out your financial responsibilities for lost, stolen or damaged equipment.</p>	
Terms and Conditions of Use:	<p><input type="checkbox"/> I have read and understood the Terms and Conditions outlined for the hire and use of the Events trailer.</p>	
Signature:		Date:

EVENTS TRAILER TERMS AND CONDITIONS OF USE

GENERAL CONDITIONS OF USE

- a. The Hirer shall be responsible for all goods hired from the time they are picked up or delivered, and shall pay for any items broken, damaged or lost during the hire period.
- b. Indigo Shire Council will notify the Hirer in writing, requesting payment for any cost associated with damage, loss or cleaning expenses.
- c. The Hirer is required to complete the Events Trailer Towing Safety Checklist and sign off that the specified items are accounted for and in good working condition.
- d. When Indigo Shire Council is satisfied that the specified items are accounted for and in good working condition, the Events Trailer Towing Safety Checklist will be signed off.
- e. The security is the Hirers responsibility until the equipment is returned or picked up.
- f. If the equipment is stolen it is the Hirers responsibility to pay for the items at the current replacement cost.
- g. The Hirer acknowledges that Indigo Shire Council own the equipment and in all circumstances, we retain the title to the equipment. The hirer is not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security interest over the equipment.
- h. The Hirer is responsible for considering and complying with Occupational Health and Safety regarding the operation of the trailer and the people that will be working around the trailer.
- i. The Hirer is to ensure that while driving with the trailer attached they must obey all road rules and regulations and are responsible for payment of any fines imposed during the hire period.
- j. During the hire period and the trailer is not in use, the Hirer is responsible to park, store, and keep the trailer locked in a secure location.

USE OF EQUIPMENT

- a. The Hirer agrees to follow all instructions provided by Indigo Shire Council to safely transport, set up, pack up and return the equipment.
- b. The Hirer agrees to pick up and return the equipment at a mutually agreed time and location with a representative of Indigo Shire Council.

- c. The Hirer will do everything in their power to ensure that the equipment is returned in the same condition in which it was hired.
- d. All damage to the equipment must be reported to Indigo Shire Council at the earliest opportunity.
- e. The Hirer agrees to use the equipment only for the purpose for which it was manufactured. All operating instructions must be followed and appropriate safety gear is to be worn while using equipment.
- f. All items should be returned clean; otherwise, a cleaning charge will be made.
- g. At all times the marquee (once erected) must be appropriately secured to the ground.
- h. In weather conditions such as strong wind and heavy rain, the marquee must be taken down to prevent damage.

RIGHT OF REFUSAL

- a. Indigo Shire Council reserves the right of refusal to the hire of the equipment and has the right to revoke the hire agreement at any time.

INSURANCE

- a. The Hirer shall at all times during the agreed term be the holder of a current *Public Liability Policy of Insurance*, in respect of the activities specified herein in the name of the Hirer providing coverage for a minimum of \$10M. The *Public Liability Policy* shall be effected with an insurer approved by Indigo Shire Council.
- b. The *Public Liability Policy* shall cover such risks and be subject only to such conditions and exclusions as are approved by Indigo Shire Council and shall extend to cover Indigo Shire Council in respect to claims for personal injury or property damage arising out of negligence of the hirer.
- c. Hirers are required to lodge a Certificate of Currency with this hire form in accordance with the public liability insurance provision herein. The certificate of currency must be current, and include the name of the group or organisation insured, the amount of the cover and the expiry date of cover. Providing evidence of public liability insurance to Indigo Shire Council is the responsibility of the Hirer.
- d. It is possible for some Hirers to obtain public liability insurance cover through Indigo Shire Council, subject to certain conditions. This policy is the *Community Liability Pack Insurance*. In the

event of a claim against this policy, the Hirer is fully responsible for the payment of any applicable deductible. A copy of the policy is available upon request. Hirers are strongly recommended to make themselves fully aware of the policy terms and conditions.

INDEMNITY AND HOLD HARMLESS

- a. The *Hirer* agrees to indemnify and to keep indemnified, *Indigo Shire Council*, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the *Hirer's* performance of its obligations under this agreement and be directly related to the negligent acts, errors or omission of the *Hirer*.
- b. The *Hirer's* liability to indemnify *Indigo Shire Council* shall be reduced proportionally to the extent that any act or omission of *Indigo Shire Council*, its servants or agents, contributed to the loss or liability.
- c. The *Hirer* agrees to Hold Harmless the *Indigo Shire Council*, its servants and agents, and each of them from and against all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the *Hirer* against the *Indigo Shire Council* except to the extent that the *Indigo Shire Council* is negligent.

PRIVACY

- a. We, Indigo Shire Council will comply with the Australian Privacy Principles in all dealings with you.
- b. We, Indigo Shire Council may need to collect personal information about you, including but not limited to, your full name and address, driver's license details, credit card details and date of birth. You consent to us, Indigo Shire Council, collecting your personal information for the purpose of providing you a service.
- c. You, the Hirer, have the right to access your personal information we hold about you.

TERMINATION OF HIRE AGREEMENT

- a. This hire agreement will be terminated on the mutually agreed date stated within the application.
- b. If, Indigo Shire Council believes there has been any breach to this agreement and what is outlined within the Terms and Conditions of Use then we, Indigo Shire Council have full right to revoke the agreement and take the necessary steps to recover the equipment. Including entering your premises to do so, and you expressly consent to us, Indigo Shire Council entering your premises for the purpose of recovering our equipment.

Events Trailer Towing Safety Checklist

Use the following checklist to ensure that you meet the safety requirements for towing the Indigo Shire Council Events Trailer.

Event Name: Date Picked Up: / / Time: :

General Requirements:

- a. When attaching the trailer to the towing vehicle, hirer must reverse the vehicle up to the trailer. Do not pull trailer to the vehicle.
- b. The towing vehicle must not be moving when items are added or removed from the trailer.
- c. Nobody is to ride on the trailer at any given time.
- d. Hazard lights are to be used if unloading or loading the trailer on the roadside.
- e. The trailer should not be used for any other purpose than intended for or carry any other items.
- f. If the trailer is to be un-coupled select level ground and ensure that the brake is applied and the trailer wheels are chocked with the chocks provided.
- g. Check tyres are above indicators tread level and suitably inflated.
- h. Vehicle must have a towing capacity of 2000kg or greater, with a standard 50mm Ball type.
- i. Ensure that the loaded weight does not exceed the towing capacity of the vehicle or tyre capacity.
- j. Ensure that the 7mm electrical adapter is connected correctly, this is a round adapter and must be returned.
- k. All items are securely positioned and cannot fall whilst in motion.
- l. **Ensure that when coupled to a tow vehicle the jockey wheel is positioned well clear of the ground.**

BEFORE USE: To be completed when picking up the trailer with a Council representative present.

- Visually inspect the trailer for any obvious damage and report damage to the Council representative.
- Check the contents of the trailer and make note of the quantity of items checked out.
- Double check ball hitch is locked in place correctly.
- Ensure that the trailer electrical plug is connected properly and that ALL the trailer lights are operational (brake lights, taillights and indicators). You may need another person to assist in checking. (Round to flat adaptor provided).
- Safety chains are attached to the towing vehicle in a crossed pattern using the rated shackles provided.
- Ensure the trailer load is correctly balanced so that weight is forward of the axel.
- The entire load is safely enclosed within the trailer and all compartments are securely closed, including the spring latches and the secondary locks are in place.
- Note use of trailer hitch brake latch when reversing.
- Keys supplied.

I understand and agree to abide by the General Requirements when towing Indigo Shire Council's Events Trailer.

I have completed the before use Towing Safety Checklist; I agree that it is in full working condition and in a road worthy state.

Hirer Signature: Date Signed: / / Time: :

Council Representative:

ATFER USE: - To be completed when returning trailer with a Council representative present.

- Both, Hirer and Council representative inspect the trailer for any damage.
- Ensure that all the trailer lights are all working (brake lights, taillights, indicators and driving lights).
- Reverse the trailer into the designated storage area, do not un-hitch the trailer and pull/drag it into place.
- Ensure the jockey wheel is in the locked position when the trailer is un-coupled along with disconnecting the electrical adapter and chains.
- Ensure the load weight is forward of the axle, when un-hitching with too much weight at the rear, the trailer can unexpectedly swing up and potentially cause injury to people or damage the towing vehicle and trailer.
- Check the contents of the trailer and make note of the quantity of items returned.
- Ensure the trailer compartment doors are locked and the secondary padlocks are applied.
- Round to flat trailer adapter and rated D shackles are returned.
- Keys Returned.

I have completed the after-use Towing Safety Checklist; I agree that it is in full working condition and in a road worthy state.

Date Returned: / / Time: :

Hirer Signature: Date Signed: / /

Council Representative:
