



## Mactier Community Centre Inc.

### Equipment Hire Agreement

User				
Name of 'The User'				
Address				
Mobile No				
Email				
Date/s of use				
Signature				
Date				
Equipment Required				
Please tick	Item	No Available	No Req	Cost Per 48hrs
<input type="checkbox"/>	Kids Small Plastic Chairs	20		\$10
<input type="checkbox"/>	Indoor large plastic toys	2		\$5/item
<input type="checkbox"/>	Outdoor large plastic toys	3		\$5/item
<input type="checkbox"/>	Popcorn machine	1		\$10
<input type="checkbox"/>	Disco Light	1		\$5
<input type="checkbox"/>	Drinks esky (15L)	1		\$5
<input type="checkbox"/>	Hot / Cold Drinks container (40L)	2		\$10/item
<input type="checkbox"/>	Marquee	2		\$20/item
<input type="checkbox"/>	Trestle tables	3		\$5/item
<input type="checkbox"/>	Conference chairs	10		\$10
\$50 cash deposit is required and will be returned to the user on the return of all equipment in good working order.			<b>TOTAL + \$50 deposit</b>	<b>\$</b>
Mactier Community Centre Representative				
Name				
Position				
Signature			Date	
Office Use Only				
Mbrshp Confirmed	Y / N			
Payment Rec	Y / N	Date		
Entered in MYOB	Y / N	Date		
Original Form To be Placed in MCC Register Folder and Date Noted on Office Calendar				



## Mactier Community Centre Inc.

### Equipment Hire Agreement

#### **Deed of Indemnity in favour of the Mactier Community Centre Association Incorporated.**

##### **Parties to this Deed**

The User, as stipulated in Schedule 1, who will use and be responsible for the use of the Mactier Community Centre's equipment, herein after referred to as 'the User'.

The Mactier Community Centre Incorporated, ABN 87 682 015 048, herein after referred to as the 'MCC'.

##### **Purpose of Deed**

From time to time, the MCC makes available the MCC Equipment to persons who wish to hire the MCC Equipment.

The User has made a request to the MCC to make use of the Equipment. The MCC is willing to grant the User use on the terms and conditions set out in the Operative Part below.

The User agrees to indemnify both MCC in accordance with the terms outlined in the Operative Part below.

This Deed commences on the date upon which the third and final Party of this Deed fully executes the Deed.

##### **Operative Part**

1. Schedule 1 forms part of the Deed.
2. The User acknowledges that use of any of the MCC's equipment involve risks of personal injury and death and further acknowledge and agree that the MCC can give no warranty or guarantee as to the User's or any other person's safety during those periods.

##### **User obligations**

3. The User agrees to the following:
  - a. only use the equipment in accordance with this Deed and to follow all instructions of the MCC's representative;
  - b. Not do anything that is dangerous, annoying or offensive, and will comply with all laws;
  - c. To only use the equipment for the use specified in Schedule 1 and to be responsible for the supervision and control of guests and their activities while using the equipment;
  - d. Report to the MCC any damage to the equipment;
  - e. Pay the MCC the hire fee stipulated in Schedule 1 at the time of booking;
  - f. At the end of use return the equipment to its original condition.

##### **Release and Indemnity**

4. The User releases the MCC and their officers, employees, agents, contractors, subcontractors and volunteers from, and warrants it will not make any claim or undertake any proceedings against the MCC or any of their respective officers, employees, agents, contractors, subcontractors and volunteers for any direct, indirect or consequential loss incurred by the User or any other person, arising out of, or incidental to, the Use of the Equipment.
5. You indemnify the MCC and their officers, employees, agents, contractors, subcontractors and volunteers from and against any direct, indirect and consequential loss that the MCC may sustain or incur, arising from any claim, suit, demand, action or proceedings by any person against the MCC in respect of the User's or anybody's use or presence on the Equipment. For the avoidance of doubt, this indemnity extends to all claims, actions, proceedings, demands, costs and expenses incurred by the User or any other person attending your function or affected by the your function.
6. The User is aware that to minimise its legal and financial risk arising from using the Equipment, that the User should obtain adequate insurance policies to cover such risks, and in absence of such insurance cover, may be deemed personally financially liable for any incidents that arise.

##### **Termination**

7. This agreement may be terminated by the MCC for any reason whatsoever on giving 24 hours' notice either verbally or in writing to the User. This right of termination may be for either reasons within or external to the MCC's control. The User may cancel their event at any time but are to notify the MCC as soon as possible.

##### **Waiver**

8. The failure by either Party at any time to enforce a provision of this Deed shall not be construed as a waiver by the Party of that provision or in any way effect the validity of this Deed or any part of it.



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### Entire Document

9. This Deed constitutes the entire Deed between the Parties, and supersedes all prior communications, negotiations, arrangements and Deeds, whether oral or written, between the Parties with respect to the subject matter.

### Variation

10. No variation of this Deed is binding unless it is agreed in writing between the parties.

### Severance

11. Any reading down or severance of a particular provision of this Deed does not affect the other provisions of this Deed.

### Governing Law

12. This Deed is governed by and construed in accordance with the laws for the time being in force in Victoria.

13. Each Party submits to the jurisdiction of the Courts of the State of Victoria in respect of any matter arising out of this Deed.

### EXECUTED BY THE PARTIES AS A DEED:

**SIGNED SEALED AND DELIVERED** )  
 For and on behalf of )  
**MACTIER COMMUNITY CENTRE ASSOCIATION INCORPORATED** )

Name:.....

Signature:.....

Date:.....

**SIGNED SEALED AND DELIVERED** )  
 For and on behalf of )  
**The User** )

Name:.....

Signature:.....

Date:.....

### Schedule 1 to the Deed of Indemnity in favour of the Mactier Community Centre Association Incorporated.