



**EQUIPMENT RENTAL AGREEMENT**

THIS EQUIPMENT RENTAL AGREEMENT ("Agreement") is made on \_\_\_\_\_ 20\_\_

BETWEEN AML Risk Management Pty Ltd (ACN 106 093 421)

of 2/148 Epsom Road Ascot Vale Victoria 3032 ("AML" or "Lessor")

AND

\_\_\_\_\_ (ACN/ABN) \_\_\_\_\_  
of \_\_\_\_\_ ("Lessee")

**Agreement.**

Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the following described equipment (the "Equipment"):  
\_\_\_\_\_.

**Terms and Conditions.**

This Agreement is subject to the additional attached terms and conditions ("Terms & Conditions").

**Term of Rent.**

The term of this Equipment Rental Agreement shall be:  
from: \_\_\_\_:\_\_\_\_ am/pm on \_\_\_\_\_ 20\_\_ to \_\_\_\_:\_\_\_\_ am/pm on \_\_\_\_\_ 20\_\_

**Delivery/Installation/Dismantling/Loading.**

Location: \_\_\_\_\_

Lessee Responsible Person: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ 20\_\_ Time: \_\_\_\_\_ ("Delivery Date")

Pick-up Date: \_\_\_\_\_ 20\_\_ Time: \_\_\_\_\_ ("Pick-up Date")

Specify here responsibility for shipping, unloading, installation/set-up, dismantling, and loading of the Equipment:  
\_\_\_\_\_

**Rent, Deposit and Security Bond.**

The total of the rent for the Equipment and any applicable shipping/installation/set-up/dismantling fees is: \$ \_\_\_\_\_.

A non-refundable deposit of twenty percent (20%) of the rent payable, being \$ \_\_\_\_\_ is payable on placing this order, with the balance of the rent payable fourteen (14) days before the Delivery Date.

In addition to the above, a security bond of \$ \_\_\_\_\_ is payable fourteen (14) days before the Delivery Date. The security bond shall be refunded to Lessee fourteen (14) days after the Pick-up Date and the Lessee's performance of all obligations in this Agreement, less any amounts due to Lessor for cancellation, repair, damage, or otherwise.

**Use.**

Lessee warrants that Lessee has personnel available or otherwise contracted for who are familiar with the safe and proper unloading, placement, installation, use, dismantling, and loading of the Equipment, and Lessee shall follow all instructions and use the Equipment in a careful and proper manner.

**Legal Requirements & Limitations.**

Lessee shall comply with all national, state, municipal and all other laws, ordinances, rules and regulations in any way relating to the possession, use or maintenance of the Equipment ("Legal Requirements"). Without limiting the foregoing, Lessee warrants that it shall comply with all Legal Requirements related to the closure and/or blockage of associated roadways, traffic management plans and associated documents, and shall have obtained any necessary authorizations and/or permits.

***AML RISK MANAGEMENT PTY LTD MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT SHALL BE FIT FOR A PARTICULAR PURPOSE. FURTHER, AML IS NOT OBLIGATED TO RENDER ADVICE TO THE LESSEE OR TO MAKE RECOMMENDATIONS CONCERNING THE USE OF EQUIPMENT OR ANY ASSOCIATED SITE DESIGN OR TRAFFIC MANAGEMENT PLAN, AND AML ACCEPTS NO RESPONSIBILITY FOR GRATUITOUS ADVICE OR RECOMMENDATIONS MADE BY AML PERSONNEL OR ANY LIABILITY FOR ACTIONS TAKEN ON THE BASIS OF SUCH INFORMATION OR DAMAGES ARISING THEREFROM.***

***THE MAXIMUM LIABILITY OF AML AND ANY AML AFFILIATES, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE EQUIPMENT OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY AML RISK MANAGEMENT PTY LTD FROM THE LESSEE. IN NO EVENT SHALL AML OR ITS AFFILIATES BE LIABLE TO LESSEE OR ANY THIRD-PARTY BENEFICIARY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE EQUIPMENT PROVIDED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.***

**LESSOR'S AUTHORISED REPRESENTATIVE**

**LESSEE'S AUTHORISED REPRESENTATIVE**

NAME (Print): \_\_\_\_\_

NAME (Print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## **TERMS & CONDITIONS**

**Project Quotes.** Any project quote will be valid only for thirty (30) days from the date of issue, unless reissued or extended in writing by AML Risk Management.

**Rental Term.** Unless otherwise specified in the Contract, the rental term is computed on a daily basis, including any part thereof, beginning upon provision of the Equipment for unloading and ending upon collection of the Equipment after it has been loaded and made safe for transport. No allowance is made for Saturdays, Sundays or Holidays. Lessee agrees to provide AML a reasonable period for removal of Equipment upon completion of the rental term, not to exceed twenty-four (24) hours unless otherwise agreed in writing.

**Shipping and Delivery.** AML is not obligated to wait more than two (2) hours beyond each of the times scheduled for delivery and pick-up, and Lessee will be responsible for additional charges in the event the Lessee is not ready for unloading or pick-up at the agreed-upon time.

**Condition of Equipment and Inspection.** Unless Lessee objects at the time of delivery, it shall be deemed conclusive that all Equipment was delivered and was in good working order. In the event of non-conforming Equipment, AML will have the option to either (a) repair or replace the non-conforming Equipment; or (b) credit Lessee for the non-conforming Equipment against amounts otherwise due under the Agreement. AML reserves the right for any reason to substitute functionally equivalent Equipment for Equipment specified in the Agreement. Upon tender of delivery, no allowance will be made for any rented Equipment or portion thereof which is claimed not to have been used by the Lessee.

**Site Conditions.** To the extent AML contracts for unloading, installation, dismantling and/or reloading, Lessee must ensure that the site, including all access routes, working environment and installation location(s) ("Site"), is adequate and free of any objects that could prevent or hinder access. Any damage to the Site will be the responsibility of the Lessee unless solely caused by AML, and Lessee will be responsible for any delays as well as additional charges based on inadequacies in Site conditions.

**Damage, Loss or Missing Equipment.** Lessee assumes the risk of loss or damage to Equipment during the rental term, regardless of the cause, and shall return the Equipment to AML clean and in good repair and subject only to ordinary wear and tear. Equipment returned by Lessee other than as agreed, will be cleaned, repaired, refurbished and/or replaced as necessary by AML at Lessee's expense. Lessee is not authorized to perform any repairs without the express consent of AML. All Equipment which cannot be repaired or refurbished at less than the current published list price will be invoiced to Lessee at its current published list price. Acceptance of returned Equipment by AML does not constitute a waiver of any of the rights AML has under the Agreement.

**Title & Subletting.** Lessee agrees that rental of Equipment does not grant Lessee any title or property rights in the Equipment, and all title and property rights shall remain with AML. Lessee covenants that it shall keep AML's interest in this Agreement and the Equipment free from all liens and encumbrances. No part of the Equipment shall be sublet, transferred or assigned by Lessee, or removed from the rental location, except with the prior written consent of AML. AML retains all title and property rights in the Equipment.

**Payment.** Upon the Lessee accepting the equipment hire quote from AML and signing this Agreement, the Lessee shall be liable for a twenty percent (20%) non-refundable deposit. The balance of the rent is payable fourteen (14) days before the scheduled Delivery Date. Final invoices are due and payable upon transmission by AML. AML reserves the right to impose a late payment charge of one and one and a half percent (1.50%) per month (or the maximum amount allowed by law if less) on all sums not timely paid. Lessee is responsible for payment of sales and other applicable taxes and charges imposed by any governmental authority based on the rental, transportation, delivery, and/or use of the Equipment. If Lessee fails to pay any rent or part thereof, or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Lessee, AML shall have the right to exercise any one or more of the following remedies: (a) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee; (b) to sue for and recover all rents, and other payments, then accrued or thereafter accruing; (c) to terminate this Agreement and take possession of the Equipment, without demand or notice, wherever same may be located, without

any court order or other process of law (and Lessee hereby waives any and all damages occasioned by such taking of possession); (d) to pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Agreement. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

**Liability and Indemnity.** Lessee is solely responsible for Site design and selection of Equipment and shall be liable for all losses and damages arising from the use or misuse of the Equipment, including any accidents to persons or property arising therefrom. Lessee covenants and agrees to indemnify and hold harmless AML and its predecessors, successors, parents, subsidiaries, attorneys, agents, officers, directors, employees, contractors, and other affiliates ("AML AFFILIATES") free from any and all claims, actions, losses, expenses, costs, suits, damages and liabilities, including legal fees, arising out of, connected with, or resulting from the rented Equipment and/or its complimentary tools or attachments. This includes, without limitations, the manufacture, selection, delivery, possession, use, operation or return of the rented Equipment.

Further, AML is not liable for indirect, consequential or economic loss or damage, loss of profit or revenue, loss of production or production stoppage or loss of data whether such loss is direct or indirect and the Lessee shall release and indemnify AML and its employees, servants, agents and AML Affiliates in relation to same.

**Insurance.** Lessee shall maintain comprehensive, all-risk insurance against loss, theft, damage or destruction of the Equipment in an amount no less than the full replacement value of the Equipment, naming AML as loss payee. Lessee shall also maintain suitable comprehensive Public liability insurance, naming AML as an insured party under that policy. Lessee shall deliver to AML a certificate of insurance at least seven (7) days prior to the Delivery Date.

**Severability.** If one or more provisions of these Terms & Conditions or any associated Contract is held to be unenforceable under applicable law, such provision(s) shall be excluded from therefrom provided that such severance does not alter the fundamental terms and conditions of any applicable transaction, and the remaining provisions shall be fully enforceable in accordance with their terms.

**Assignment.** Unless provided for in this Agreement, the rights contained herein are not assignable without the prior written consent of the other party (which consent shall not be unreasonably withheld).

**No waiver.** The failure of either Party to exercise or the delay in exercising, any right, power or privilege available to it under this Agreement will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise by that Party of any other right, power or privilege under this Agreement.

**Force majeure.** Failure or delay in performance of any obligation under this Agreement by either Party will not be deemed to be a breach of this Agreement if that failure or delay is due to any cause beyond the reasonable control and without the fault or negligence of that Party, but in order to excuse its default on this basis, a Party will notify the other of the occurrence of the cause as soon as it becomes aware, specifying the nature, particulars and expected duration thereof.

**Governing Law.** This Agreement is to be governed and construed according to the laws of the State of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of the said state including any Courts having appellate jurisdiction thereof.