

## **Direct Temporary Fencing Hiring Agreement**

THIS AGREEMENT is made between: Rick Dodd ABN 33624207320

Trading as Direct Temporary Fencing (the owner) and the person described in the schedule as the hirer.

1. The hirer agrees to hire from the owner the goods described in the schedule and to install the goods as temporary fencing at or around the premises described in the schedule.
2. The hirer hires the goods for the term specified in the schedule commencing from the date specify in the schedule.
3. If the hirer wishes to extend the hire period, the extended hire fee shall be payable monthly in advance for each month that the hirer wishes to extend the term.
4. The owner will at its expense:
  - 4.1 deliver the goods to the premises on the commencement date
  - 4.2 collect the goods from the premises on the expiration or termination date of this agreement
5. The hirer will install the goods at the premises in the manner prescribed by the owner and will not make any -changes or alteration to the manner in which the goods are installed or used without the prior consent of the owner.
6. The hirer will indemnify the owner from any claims, expenses or liabilities arising from the installation or use of the goods.
7. If the hirer fails to pay the hiring fee or extended hiring fee, or if the hirer does not comply with the above conditions:
  - 7.1 The owner will enter or go onto the premises and take possession of the goods without -liability for trespass, negligence or payment of any compensation to the hirer whatsoever, and
  - 7.2 The owner will charge the retail value of the goods to the hirer if the owner is unable to recover possession of the goods from the premises at the expiration or the termination of the term.
8. During the term, the hirer will:
  - 8.1 Keep the goods at the premises.
  - 8.2 Not let anyone else use the goods.
  - 8.3 Not interfere with, deface or remove any identifying marks on the goods or
  - 8.4 Not place or hang any notices, boards or anything else on the goods.
  - 8.5 Notify the owner as soon as reasonably practicable of any damage to or loss of any of the equipment.
  - 8.6 Only use the goods in the manner in which they are designed to be used and in accordance with any instruction given by the owner in respect of the installation and use of the goods.
9. If any of the goods are damaged whilst at the premises or otherwise under the control of the hirer, the hirer shall pay to the owner all costs to repair or replace the goods, including all materials and labour.
10. Supply and installation of the goods will confirm the hirer's acceptance of the terms of this agreement.