

No#

## Dry Hire Rental Agreement

This dry hire agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 20

Between Leeuwin Civil Pty Ltd (ABN 55 117 828 789) PO Box 5179 West Busselton, Western Australia ('Owner')

And the Hire as detailed below

It is agreed the terms of the Equipment Rental General Terms and Conditions attached to this Dry Hire Agreement are binding on the hirer and from part of the agreement between the Hirer and Leeuwin Civil Pty Ltd.

### 1. Hirer Details

Name of Hirer : \_\_\_\_\_

Accounts payable address: \_\_\_\_\_

Contact: \_\_\_\_\_

Mobile: \_\_\_\_\_

Office phone: \_\_\_\_\_

Office fax: \_\_\_\_\_

### 2. Plant Details

Model # \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Serial # \_\_\_\_\_

Hour Meter: \_\_\_\_\_

Condition of machine: \_\_\_\_\_

Cutting Edges: \_\_\_\_\_

Attachments supplied: \_\_\_\_\_

Service Due: \_\_\_\_\_

### 3. Rates and additional charges

Hourly rate Ex GST \_\_\_\_\_

Hourly rate including GST \_\_\_\_\_

#### Hire Period:

Delivery date: \_\_\_\_\_

Site Address: \_\_\_\_\_

Commencement date \_\_\_\_\_

Completion date: \_\_\_\_\_

**Machine Shifts:** \_\_\_\_\_

#### Additional Charges:

1. Minimum of 200rs per month
2. Customer to maintain all GET
3. Customer to maintain machine whilst on hire
4. Customer responsible for carrying out grease and routine maintenance and costs associated
5. Customer to pay for undercarriage on pro-rata wear

**Machine Hours And Days Worked Must Be Faxed To Leeuwin Civil Pty Ltd Every Monday Morning, Except For End Of The Month Where Hours Worked Must Be In By 10A.M On The 1st Of The New Month. Please Fax To 08 97547944. Invoices will be issued monthly and payable within 14 days.**

SIGNED FOR LEEUWIN CIVIL PTY LTD:

Date: \_\_\_\_\_

SIGNED FOR HIRER:

Date: \_\_\_\_\_

## EQUIPMENT RENTAL GENERAL TERMS AND CONDITIONS

### For the Purpose of the hire conditions, the following terms shall apply:

- A. "Dealer Undercarriage Inspection Report" is the report provided by the plant Manufacturer's agent of which the Hirer acknowledges receipt.
- B. "Equipment" shall mean the plant listed in item 3 hereof.
- C. "Hirer" shall mean the person described in paragraph 1 hereof and shall include the Hirer, its successors in title, corporate representatives including but not limited to, receivers, liquidators or administrators.
- D. "Long Term Hire Conditions" shall mean those conditions being all of the Short Term Hiring Conditions and Conditions 2.1 to 2.5 contained in the Schedule of Conditions provided, where there is a difference between Conditions 2.1 to 2.5 and Conditions 1.1 to 1.16, then the provisions of Conditions 2.1 to 2.5 shall apply to the extent Conditions 1.1 to 1.16 inclusive shall be amended.
- E. "Manufacturer's Recommendations" are those recommendations specified in the Plant Operator's Manual.
- F. "Owner" shall mean Leeuwin Civil Pty Ltd and its successors in title, permitted assigns, trustees, executors and administrators.
- G. "Short Term Hire Conditions" means those conditions contained in paragraphs 1 to 16 of the Equipment Rental, General Terms and Conditions, a copy of which is supplied with this Agreement.
- H. "Tyre Condition Assessment System" means the report provided by the tyre manufacturer's agent of which the Hirer acknowledges receiving.

### SHORT TERM HIRE CONDITIONS

These conditions relate to a Dry Hire Agreement between Leeuwin Civil Pty Ltd and Hirer named herein.

#### 1.1 Rental Charges:

As specified in the schedule

#### 1.2 Equipment Operator:

The Hirer shall ensure and provide such evidence as is reasonably required by Leeuwin Civil Pty Ltd, the Equipment will be operated by an experienced and qualified person in accordance with the Manufacturer's Recommendation. The Hirer will ensure, at all times to the satisfaction of Leeuwin Civil Pty Ltd, the Equipment will be used in a safe and prudent manner, having regard to all relevant occupation and safety requirements and the prevailing operating conditions.

#### 1.3 Pre Start Checks

The Hirer is responsible to carry out daily pre start checks as per the Manufacturer's Recommendations. This includes, but is not limited to, visual inspection of the equipment, checking and maintaining all fluid levels and greasing all relevant points. Any faults are to be rectified prior to use. Equipment is not to be operated in a manner that may cause damage to the equipment.

#### 1.4 Fuel and Lubricants:

Only lubricating oils and engine fuel as specified in the Manufacturer's Recommendations may be used on the equipment. All oil reservoirs must be full on return of the equipment. The equipment fuel tank will be filled at the commencement of the rental period and should be returned with a full tank, otherwise the Hirer will be obliged to reimburse Leeuwin Civil Pty Ltd for the fuel and oil provided by Leeuwin Civil Pty Ltd at the price paid by Leeuwin Civil Pty Ltd at the time.

#### 1.5 Attachments:

Normal blade, ripper, bucket, fork, water tank and truck body wear is to Leeuwin Civil Pty Ltd's account. Wear and impact damage caused to attachments used in conditions which the owner considers is abnormal or adverse is to the Hirer's account.

#### 1.6 Tyres:

Abnormal or incorrect tyre pressure or staking and impact damage is to the Hirer's account. Recommended Manufacturer's tyre pressure must be adhered to at all times by the Hirer.

#### 1.7 Ground Engaging Tools

All cutting edges, bucket teeth, hardware, ripper teeth, ripper tynes, roller feet and all other ground engaging tools are to the Hirer's account. All ground engaging tools are to be returned in a good and clean condition and similar to the condition they were supplied by Leeuwin Civil Pty Ltd. Usage of ground engaging tools will be measured by comparing the percentage use at commencement of the rental period with the percentage use at the end of the hire as compared to a new ground engaging tool. The measurement will be undertaken by Leeuwin Civil Pty Ltd and recorded on the rental agreement.

The agreed difference in value, if any, shall be paid by Hirer to Leeuwin Civil Pty Ltd.

#### 1.8 Mobilisation and Demobilisation

Transport of the equipment to and from site can be arranged by Leeuwin Civil Pty Ltd with associated costs to be charged to the Hirer. Other than when Leeuwin Civil Pty Ltd is required to arranged mobilization and demobilization, the Hirer must provide satisfactory details of the methods and modes of mobilization and demobilization for approval by Leeuwin Civil Pty Ltd. If Leeuwin Civil Pty Ltd does not approve the method suggested by the Hirer, then Leeuwin Civil Pty Ltd may arrange, at the Hirer's cost, mobilization and demobilization.

#### 1.9 Condition on Return:

The Equipment shall be returned in a clean and serviceable condition and similar to the condition in which it was supplied. If, in the reasonable opinion of Leeuwin Civil Pty Ltd, the Equipment is not returned in such condition, then the cost of reinstating the equipment to a clean and serviceable condition will be paid for by the Hirer within Seven (7) days of an invoice issued by Leeuwin Civil Pty Ltd. If the Hirer has requested the Equipment to be delivered to a site to a weed and seed free standard, it is a condition the Equipment is returned to the same standard.

The Hirer shall be responsible to inspect the Equipment at the commencement of the hire and to satisfy the Equipment is clean and serviceable and is satisfactory and capable for the Hirer's use. Leeuwin Civil Pty Ltd makes no warranty or expresses no opinion as to the capability or usability of the Equipment for the Hirer's purposes.

On completion of the hire and at the time of return of the Equipment, there shall be a joint inspection to ensure the Equipment is returned in a good, clean and serviceable condition.

#### 1.10 Location of Machine:

The Hirer will keep the Equipment at the agreed work site and will notify Leeuwin Civil Pty Ltd of any change in location. The Equipment will not leave the State of Western Australia without the written approval of Leeuwin Civil Pty Ltd, whose consent may be arbitrarily withheld.

#### 1.11 Site Access:

The Hirer grants Leeuwin Civil Pty Ltd a right of entry on to the Site and, to the extent required, warrants Leeuwin Civil Pty Ltd will be the Hirer's agents. The Hirer will not preclude or cause any owner of the Site to preclude Leeuwin Civil Pty Ltd from entering the Site to:

- a) inspect the Equipment; or
- b) remove or reclaim the Equipment.

#### 1.12 Payment:

Full payment must be received no later than thirty (30) days from receipt of each month's invoice. Interest will be charged on overdue accounts outstanding beyond our normal terms until the date of payment at the rate of 11% per annum calculated on a daily basis. The Hirer will, in the event any monies are outstanding after demand had been made for the same, be responsible to pay Leeuwin Civil Pty Ltd's costs of recovery and, where a solicitor is engaged, on a full indemnity basis.

**1.13 Limitation and Liabilities:**

It is a condition of the contract that to the extent permitted by law, we (and our employees and agents) shall not be liable in any way whatsoever to you or any other person for any loss or damage (including but not limited to direct, special, indirect or consequential loss or damage, loss of profit, business revenue, goodwill or anticipated savings) resulting directly from any act, omission, error, default or delay (whether negligent or not). The hirer acknowledges that hiring of the Equipment is at the Hirer's risk at all times.

**1.14 Governing Law**

This contract and contract conditions shall be governed and interpreted in accordance with the Laws of Western Australia in which we have issued this contract and any dispute arising under the contractor these conditions is to be heard and determined within the jurisdiction of Western Australia.

**1.15 Entire Agreement**

This contract and these contract conditions constitute the entire agreement of the parties about the rental and any previous arrangements, understandings and or negotiations on the rental made prior to the execution of this agreement.

**1.16 Notices**

Any notice to be issued pursuant to this Hiring Agreement shall be deemed sufficiently issued and served by facsimile to the address of the Hirer. A notice served after 4pm on any business day is deemed served on the next business day. Notices may also be served by registered post. Any notice served by registered post is deemed served on the second business day after postage, regardless of whether the party to be served receives the same.

**LONG TERM HIRE CONDITIONS**

(These conditions are in addition to the Short Term Hire Conditions)

These conditions relate to a Dry Hire Agreement between Leeuwin Civil Pty Ltd and the Hirer named herein.

**2.1 Undercarriage:**

The Hirer and Leeuwin Civil Pty Ltd shall agree, using the Dealer Undercarriage Inspection Report, the condition and value of tracks on the plant at commencement of the hire and at completion of the hire. The agreed difference in value, if any, shall be paid by the

Hirer to Leeuwin Civil Pty Ltd. Leeuwin Civil Pty Ltd will issue and invoice for the agreed value. Undercarriage wear caused where the under carriage is being used in conditions which Leeuwin Civil Pty Ltd considers adverse or abnormal is to the Hirer's account. The Manufacturer's Recommendations as to track tension must be adhered to by the Hirer at all times and, in the event it is determined the Hirer has failed to comply with the Manufacturer's track tension, all of Leeuwin Civil Pty Ltd's cost in the repair or replacement of the track shall be recoverable from the Hirer.

**2.2 Tyres and Maintenance:**

The Hirer and Leeuwin Civil Pty Ltd shall agree using a Tyre Condition Assessment System, the condition of tyres on the plant at commencement of the hire and at completion of the hire. Tyre wear shall be charged using a measure in- measure out basis to determine millimeter wear of the hire duration. Millimetre wear value will then be calculated using current market pricing for new tyres. Where there is any difference or dispute as to the current market price for new tyres the determination of Leeuwin Civil Pty Ltd, acting reasonably, shall be binding.

**2.3 Minor and Major Servicing:**

All servicing to the equipment including electrical, hydraulic hoses, oil leaks, greasing, oil sampling, oil changes, filters, attachments etc are to the Hirer's account and are to be carried out as per Manufacturer's Recommendations. Copies of all service reports and mechanical checks must be forwarded to Leeuwin Civil Pty Ltd after each service interval.

**2.4 Minor Repairs:**

All minor repairs (not including power train failures), including power train faults, electrical, hydraulic hoses, fuel and oil leaks etc with a value not exceeding \$1,500.00 for any one repair claim, including repairs taken out by Leeuwin Civil Pty Ltd either during, or at the completion of the hire period are to the Hirer's account. All repairs in excess of \$1,500.00 not caused by misuse or abuse shall be to the account of Leeuwin Civil Pty Ltd.

**2.5 Power Train Repairs:**

In normal circumstances, providing that all servicing and oil sampling has been complied with and the equipment was not subject to misuse or abuse, Leeuwin Civil Pty Ltd will be responsible for all major power train repairs including engine, torque converter, transmission, final drive and differential.

**SIGNED** for and agreed to on behalf of the Hirer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

**ACCEPTED** for and behalf of the Leeuwin Civil Pty Ltd

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory