

Trailer Hire Agreement

This agreement is made on this _____ day of _____ 20____

BETWEEN

Rotary Club of Applecross Incorporated (**'Applecross Rotary'**)

-and-

(name)_____

of

(address)_____

_____**(Hirer)**

1. Definitions

"Hire Period" has the meaning given at clause 3 of this Trailer Hire Agreement

"Hirer" means the person or entity who is hiring the Trailer from Rotary pursuant to this Trailer Hire Agreement

"Rotary" means the Rotary Club of Applecross Incorporated

"Trailer" means the JPAPAS BOXTOP Trailer 1TVM411

"Trailer Hire Agreement" means this document executed by Rotary and the Hirer

2. Agreement to hire

The Hirer has requested and Applecross Rotary has agreed to hire the Trailer to the Hirer on the terms set out in this Trailer Hire Agreement.

The Hirer will collect the Trailer from Applecross Rotary's McCoy Street Storage Unit at the commencement of the Hire Period and shall return the Trailer to Applecross Rotary's McCoy Street Storage Unit at the conclusion of the Hire Period.

3. Hire period

By entering into this Trailer Hire Agreement, the Hirer is entitled to possession of the Trailer for a

period not exceeding _____ days (**'Hire Period'**).

4. Hire fees

For all Hire Periods of 1 day or less, the Hirer will donate \$35.00 to Applecross Rotary for use of the Trailer.

For all Hire Periods exceeding 1 day, the Hirer will donate a sum equal to \$25.00 per day that the Trailer is hired by the Hirer for use of the Trailer.

All hire donations will be made by the Hirer as a donation to Applecross Rotary before the Hirer takes possession of the Trailer.

5. Warranty and Liability

The Hirer warrants to Applecross Rotary that the Hirer:

- a. holds a valid C class driver’s licence;
- b. will tow the trailer with a suitable towing vehicle;
- c. will retain possession and control of the Trailer for the entirety of the Hire Period; and
- d. accepts the Trailer on an ‘as is where is’ basis and acknowledges that Applecross Rotary has made no representation or warranty in relation to the condition of the Trailer or its fitness for any particular purpose.

The Hirer agrees to return the Trailer to Rotary at the conclusion of the Hire Period in a substantially similar condition to that which the Trailer was in at the commencement of the Hire Period, save for reasonable wear and tear.

The Hirer accepts full responsibility for and indemnifies Applecross Rotary against any damage to the Trailer howsoever caused during the Hire Period.

The Hirer agrees to reimburse Rotary for the full cost of repairing any damage to the Trailer howsoever caused during the Hire Period without set-off, deduction or counterclaim.

SIGNED

Rotary: _____

Name: _____

Hirer: _____

Name: _____