

## Conditions of Rental Agreement

### 1. INTERPRETATION

#### 1.1 Definitions

“Application Form” means the rental agreement application form completed by the hirer which shall form part of the agreement.

“Delivery Address” shall mean the address to which the hirer has requested the Jukebox be delivered for hirer’s use.

“Hirer” means the party or parties named as hirer on the application form.

“Jukebox” refers to the Jukebox hired under this agreement by A & A Stewart Jukebox Hire.

### 2. HIRE OF JUKEBOX

2.1 A & A Stewart Jukebox Hire agrees to rent a jukebox to the hirer for use on the date indicated in the application form on the terms set out in this agreement.

### 3. PAYMENT OF HIRING FEE AND SECURITY DEPOSIT

3.1 The security bond of \$50.00 and the balance of the rental fee will be payable by the hirer on delivery of the jukebox.

3.2 A collection fee of \$20 will be payable by the hirer if the jukebox is not available for collection on the set collection day and time arranged. ( ie. hall or house is locked or unattended )

3.3 All dishonoured cheques fees will be paid by the hirer.

### 4. DAMAGE TO / LOSS OF JUKEBOX and / or other items on HIRE FROM A & A STEWART JUKEBOX HIRE

4.1 The hirer is the person totally responsible for the safe keeping of the jukebox from the time of delivery to the time of collection.

4.2 The hirer agrees to pay A & A Stewart Jukebox Hire the scheduled price for the Jukebox and / or lighting if the Jukebox or equipment hired is lost, stolen or damaged between the time of delivery to the time of collection. The scheduled prices are \$6933 + GST for the Jukebox and \$200 + GST for lighting hired.

All costs are to be paid by the hirer immediately upon demand by A & A Stewart Jukebox Hire.

4.3 The hirer shall be responsible for ensuring the that jukebox is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor.

4.4 The hirer shall be responsible for the safekeeping of the Emergency Key and shall not open the sealed envelope containing the key unless authorized by A & A Stewart Jukebox Hire. Failure to comply will result in forfeiting \$50.00 Security bond.

### 5. POWER CONNECTION and POSITIONING \*\*\* VERY IMPORTANT \*\*\*

A & A Stewart Jukebox Hire will supply a short 5 meter extension cord if necessary. The maximum extension cord length permitted is **10 meters**, measured from the first power point (**NOT a plug board**). The hirer shall be responsible for ensuring the that jukebox is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor.

The jukebox is to be kept under a permanent shelter or hired waterproof marquee with side walls & car axles for pegs (for protection against the weather), (**NOT UNDER A TARPAULIN, TENT OR IN THE OPEN AIR**). It must be placed on a stable wooden platform or cement slab and a hired dance floor for protection against dirt or mud if used in a marquee.

Marquees must be in place before the delivery of the Jukebox. The hirer must store the Jukebox and equipment in a locked room after the function for safe keeping overnight.

**NO GENERATORS PERMITTED , MUST BE MAINS SUPPLIED POWER ONLY.**

### 6. SECURITY BOND

In the event the jukebox and/or lighting and equipment is collected by A & A Stewart Jukebox Hire in an undamaged state the security deposits will be refunded to the hirer at that time.

A cleaning fee may be charged and deducted from the security bond if the Jukebox is not presented in the same clean condition as when delivered.

The security bond will not be refunded if the required / requested assistance is not given by the hirer or pre- arranged persons on the pick up day.

**Customer to Initial Here** \_\_\_\_\_

**7. STORAGE**

**7.1 \*\*\* VERY IMPORTANT \*\*\***

The hirer will be responsible for storing the jukebox in a locked room when not in use.

The hirer agrees the Jukebox and equipment is to be stored in a locked room after the function for safe keeping overnight. The hirer agrees to pay A & A Stewart Jukebox Hire the scheduled prices as stated in Paragraph 4.4.2 if the Jukebox or equipment hired is lost, damaged or stolen during the period of hire.

**7.2** Jukeboxes hired at halls will be collected immediately after the function. The hirer must remain at the hall with the Jukebox once the jukebox is delivered until the time of collection.

**8. FAILURE OF MALFUNCTION OF JUKEBOX**

**8.1** A & A Stewart Jukebox Hire is not responsible for any damage caused in the event of a failure or malfunction of the jukebox.

**8.2** A & A Stewart Jukebox Hire offers an afterhours backup service up to 11pm should the jukebox fail to operate during the time of hire. The hirer must phone A & A Stewart Jukebox Hire when a problem occurs and the jukebox will be replaced. No refunds will be given when the jukebox is collected if A & A Stewart Jukebox Hire are not notified.

**8.3** The hirer agrees to indemnify A & A Stewart Jukebox Hire in relation to any claims by persons or entities who are not parties to this agreement arising out of the failure or malfunction of the jukebox during the time of hire.

**9. LIGHTING HIRE**

**9.1** The customer agrees to take down all lighting and have packed up and ready by the time the driver arrives to collect the Jukebox and equipment.

**9.2** The cost of any repairs or replacement of lighting will be deducted from the security bond held by A & A Stewart Jukebox Hire. Any additional costs of repair or replacement costs incurred in excess of the security bond are to be paid by the hirer immediately on demand by A & A Stewart Jukebox Hire as stated in clause 4.

**10. CANCELLATION**

**10.1** A & A Stewart Jukebox Hire receives written notice of cancellation of the hire arrangements from the hirer at least 30 days before the Function Date then a full refund of booking deposit will be made immediately.

**10.2** If written notice of cancellation is not received at least 30 days before the Function Date A & A Stewart Jukebox Hire may keep the booking deposit, however the hirer shall be entitled to a credit which may be applied to book one (1) other Function Date which must be within 18 months from the original booking date. Such alternative bookings may be made by or on behalf of a third party other than the hirer.

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