

Schedule 1

SUPAVAC SERVICES Equipment Rental Agreement Schedule

Renter Name:				
Renter Address:				
Renter Fax No:				
Renter contact:		Phone:		
Commencement Date:	PURCHASE ORDER NUMBER			
Goods:	Description	Part #	Quantity	Rental/month
Premises (Address where to be used:				
Monthly rental instalment:	\$ (exclusive of duty and GST which are also payable)			
Initial Term:				
Term of rent:				
SUPAVAC SERVICES address for service	4/15 Cessna Drive, Caboolture Qld. 4510			
SUPAVAC SERVICES tel/fax	07 54955922			
SUPAVAC SERVICES Contact:	TONY HAYES	Phone:	0400 101862	
The Renter agrees to rent the Goods from SUPAVAC SERVICES on the terms and conditions following the above Schedule.				

Signed for and on behalf of SUPAVAC SERVICES Pty Ltd ABN 44 115 545 269 by the undersigned who certifies he/she is authorised to sign this document on its behalf

Signed for and on behalf of the Renter stated above by the undersigned who certifies he/she is authorised to sign this document on behalf of the Renter

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Date:

per TONY HAYES

Operations Manager

Print name of Signatory and Position

A HAYES

.....

Date:

.....

Print name of Signatory and Position

1 Rent and other payments

- 1.1 On and from the Commencement Date the Renter must pay to SUPAVAC SERVICES each month free from all deductions and offsets on or before each monthly anniversary of the Commencement Date the Rent together with any applicable stamp or other duty and any GST on any taxable supply made by SUPAVAC SERVICES under this document
- 1.2 The Renter must also pay on demand:
All repair costs caused by the fault or neglect of the Renter or any other cause (except the fault or neglect of SUPAVAC SERVICES)
- 1.3 The Renter must also meet all operating costs in relation to the Goods.
- Renter's representations and warranties**
- 1.4 The Renter represents and warrants to SUPAVAC SERVICES that:
- 1.4.1 The Renter has full authority to enter into this document and can meet its obligations under this document
- 1.4.2 The Renter will use handle, and operate the Goods only in the manner advised by SUPAVAC SERVICES

2 Covenants regarding possession and use of the goods

- 2.1 The Renter must:
- 2.1.1 Use the Goods only at the premises and not remove the goods from the premises Without Consent. Upon SUPAVAC SERVICES request the Renter must immediately:
Inform SUPAVAC SERVICES where the Goods are located;
- 2.1.2 Properly keep and maintain the Goods in proper working order and condition and in good repair, but allowing for normal wear and tear
- 2.1.3 only operate and maintain the Goods in accordance with the instructions and recommendations of SUPAVAC SERVICES;
- 2.1.4 ensure the Goods are operated by trained competent personnel; and
- 2.1.5 not, Without Consent, have the Goods repaired by anyone other than SUPAVAC SERVICES
- 2.1.6 Notify SUPAVAC SERVICES in writing immediately of loss or damage to the Goods and pay for that loss of or damage to the Goods (however caused unless caused by the actual fault or neglect of SUPAVAC SERVICES Conceal or alter the Goods or make any addition to the Goods
- Remove, change, alter or deface any name, name plate, identification number, trademark or any other identifying mark or number on the Goods.

3 Exclusion of liability for loss

SUPAVAC SERVICES is not liable (whether before or after expiry or termination of this document) for: Any loss or damage which the Renter suffers arising from, or caused or contributed to by SUPAVAC SERVICES negligence or the negligence of SUPAVAC SERVICES servants or agents.

4 Renter's risk

Anything the Renter must do under this document is at the sole risk and expense of the Renter. The uses, operates and possesses the Goods at the Renter's risk.

Indemnity

SUPAVAC SERVICES is not responsible or liable for any loss or damage to any property of the Renter who, to the full extent permitted by law, releases and discharges SUPAVAC SERVICES and its agents and employees from:
all claims and demands on SUPAVAC SERVICES and
any loss or damage whatsoever and whenever caused to the Renter or its agents or employees whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss

Indemnity against other costs and liabilities

The Renter assumes liability for, and indemnifies and will keep indemnified, protected, saved and harmless SUPAVAC SERVICES and its agents and employees from and against any and all injuries, actions, proceedings, claims, demands, liabilities, losses, damages, costs, penalties and all expenses legal or otherwise

5 Return of Goods

When this document ends for any reason, the Renter must immediately return the Goods, at the Renter's expense, appropriately protected and in good repair and working order, to the return address of, SUPAVAC SERVICES.

6 Governing law and submission to jurisdiction

This lease will be construed in accordance with the law of the State of Queensland. The parties submit to non-exclusive jurisdiction of the courts of that State and any courts which may hear appeals there from.

7 Definitions

In this document unless the contrary intention appears

Commencement date

Means the date shown in Schedule 1

Expenses

Include costs, charges, fees, disbursements (including legal costs)

Goods

Mean those items described in schedule 1

Laws

Includes Acts, regulations, rules, obligated legislation, orders in council and the like and any statutory modification, amendments or re-enactment thereof.

Premises

Means the location where the Goods will be used as set out in Schedule 1 including any other place where SUPAVAC SERVICES has agreed the Goods may be used.

Rent

Means the monthly rental instalments in Schedule 1.

Renter

Means the person described in Schedule 1.

Rental Stamp Duty means any Gov't stamp duty due in relation to the transaction.

Return Address

Means SUPAVAC SERVICES Pty Ltd Unit 4/15 Cessna Drive Caboolture QLD 4507

Term means the term of this document commencing on the Commencement Date and confirming for the Initial Term and thereafter until terminated under clause 1.1.2.

Without Consent

Means within SUPAVAC SERVICES written consent

Written Off

Means damaged to point where the Goods are considered non redeemable by SUPAVAC SERVICES or its insurer.