3D HIRE YARRAM

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EQUIPMENT HIRE SCHEDU	LE		
THIS EQUIPMENT HIRE SCH	IEDULE (this "Schedule") date	d this day of	
BETWEEN: David John Mar	rable of 91 Bank Street, Alber	ton, 3971. (the "Owner") OF THE F	IRST PART- AND -
	of .		
IN CONSIDERATION OF the mut	ual covenants and promises in this y acknowledged, the Owner leases	r are collectively the "Parties") s Schedule and the Master Hire Agreemen s the Equipment to the Hirer, and the Hire	
Lease			
 The Owner agrees agrees to lease the Agreement attache 	Equipment from the Owner	ent listed in the table below to the in accordance with the terms set or	
Item	Identity Number	Charges inc GST	Initials indicating hire
2021 Wacker Neuson 1.7 EZ17	Serial number WNLE1301H00005148	\$300 per day Includes LTD Waiver (compulsory unless otherwise arranged)	
2022 Wacker Neuson SW10 Skid Steer and smudge bar	Serial number D0010704	\$360 per day Includes LTD Waiver (compulsory unless otherwise arranged)	
Augers	150mm 300mm. 450mm	\$120 per day	
2HSL Horse Float	Reg D64-514	\$160 per day Includes LTD Waiver (compulsory unless otherwise arranged)	
Demo Saw	Demo Saw	\$160 per day includes 2mm wear on blade (after that charged at \$40 per 1 mm wear)	
Wacker Plate – 77kg \$95 per day		Powerflush Machine \$120 per day	
Extension Ladder – \$50 per day		B-Press Rothenberger \$75 per day	
Log Splitter – 40t \$160 per day		Cement Mixer – \$70 per day	
Hire Period			
the Owner or the I	r terminates the Lease (the "H Hirer providing written notice	and will continue on a Hire Period"). The Agreement may be to the other. "Per Day" means the wer that will be charged on a pro ra	machinery will be used
	clusive of GST, will be paid in d will be paid each succeeding	instalments of \$ Daily b period through the hire Period (th	eginning on e "Hire Charges")

5. The Hirer will pay a deposit of \$__300__ (the "Deposit") before taking possession of the Equipment. The Owner will refund the Deposit to the Hirer at the end of the Term provided that the Hirer has performed all of the Hirer's obligations under the Master Hire Agreement.

Use of Equipment

- 6. The Hirer will use the Equipment in a good and careful manner and will comply with all of conditions of the Master Hire Agreement as attached to this hire Schedule and the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and convigint law.
- 7. The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.
- 8. Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

Payment

9. All dollar amounts in this agreement refer to Australian dollars, and all payments required to be paid under this Agreement will be paid in Australian dollars unless the Parties agree otherwise.

Interest

10. Interest payable on any overdue amounts under this Agreement will be at a rate of 17.00 percent per annum or at the maximum rate allowed under applicable legislation, whichever is lower.

Interpretation

11. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

12. This Agreement will be construed in accordance with and governed by the laws of Australia and the Parties submit to the exclusive jurisdiction of the Australian courts.

Severability

13. If there is a conflict between any provision of this Agreement and the applicable legislation of Victoria (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

General Terms

- 14. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 15. Time is of the essence in this Agreement.
- 16. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
- 17. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

Notice to Hirer

18. NOTICE TO THE HIRER: This is a lease. You are not buying the Equipment. Do not sign this Schedule before you read the Master Hire Agreement. You are entitled to a completed copy of both these documents when you sign it.

Hirer's Driver Licence Number	(Hirer name)	
(Hirer Signature)	(Hirer Email Address)	
(Hirer Phone Number)		

Skid Steer further signature required

The hirer signs below to agree that owner has shown the hirer the operation of the two position switch with mechanical interlock for the activation of lifting arm fluctuation lever. Also known as 'floating valve' which renders the lifting arms 'idle' as described on page 34 of instruction manual supplied with the machine. The safety hazards associated with this, eg bucket can drop from any height and cause injury or death.

Hirer signature	
HIPER SIGNATIIPE	
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