



## CONDITIONS TO APPLY TO THE HIRE OF OUTDOOR THEATRE EQUIPMENT

1. The equipment is to be returned to the Quilpie Shire Council Office immediately (or the next working day) following the hire.
2. The Council may impose a penalty of \$25.00 per day if condition one (1) is not met.
3. I/We/My organisation undertakes to return the equipment in a clean condition at the time stated above.
4. The hirer shall be responsible for and shall make good and repair, to the satisfaction of the Council, all damages to the equipment occurring during the use and caused by the negligence or default of the hirer, his servants and agents or any other person (excluding general wear and tear).
5. If the hirer shall fail, neglect or refuse to make good or repair any damage for which he is responsible, as referred to in the preceding paragraph, the Council shall be at liberty to repair and make good the same and the hirer shall pay to the Council, upon demand, all sums of money reasonably incurred by the Council in so doing.
6. The hirer will indemnify, and keep indemnified, the Council from and against all actions, suits, proceedings, claims and demands which may be brought and maintained or made against the Council;
  - (a) By any of the servants or agents of the hirer for any cost occasioned or arising from the use of the equipment.
  - (b) By any person, or persons, arising out of, or occasioned by, any act, or omission, on the part of the hirer, his servants or agents, or the failure of the hirer, his servants or agents, to observe these terms or conditions or otherwise the use of the hirer his servants and agents of the equipment.
  - (c) By any person, or persons, arising out of loss, theft or damage to any property brought on to the property by the hirer, his servants or agents.

I agree to all the conditions stated above

\_\_\_\_\_  
Signature

Office Use Only

Refundable Deposit Refunded:

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