MIDLAND ZONE of pony club victoria inc.

Inc. No. A0002713N

Please return this form via email to the following addresses: midlandzonetreas@gmail.com midzonerep@gmail.com, mzexaminingsecretary@gmail.com

PORTABLE RADIO HIRE

ICOM IC-41PRO UHF CB Portable Two Way Radios	Quantity Available 30	Cost per radio $15 –non MZ clubs	Quantity needed	Total cost
ICOM Six Bay Multi-Unit Charger	5	Included (1 per 6 radios)		

Event Name:	
Event Address:	
Organisation/Club:	
Contact Name:	
Contact Phone:	**Email:**
RENTAL PERIOD	**/ /20…… to / /20……**

Two Way Radio Rental Contract.

Customer, hereafter called Renter, agrees that he has rented the items listed above upon the express condition that the equipment will at all times remain the property of Midland Zone PCV Inc.

Rental periods.

Equipment is charged for on a time-out basis whether it is in use or not.

Time of return.

Prompt return of equipment is essential, since the radios may be promised to others. Extensions must be approved 24-hours in advance of the expiration date. Equipment is expected to be returned within 4 days of use to the nominated MZ executive committee member.

Kira Chalmers
Epsom, VIC Please phone 0407 140 580 to arrange a return time

Rental Rates.

- **$15 per radio** including one charging pay for every 6 radios (or part thereof) hired.
  - No cost to clubs of the Midland Zone. All other Conditions of Hire apply. Midland Zone clubs pay a **$200 deposit** that will be refunded in full on the return of the radios in the condition in which they were loaned.
- Please supply bank details for deposit refund

  Bank : …….. Account name: ……

  BSB: …….. Account No: ……..

Insurance. Certificates of insurance are not considered security for the equipment rented. The Renter is solely responsible for all charges directly to Midland Zone Inc. Any losses or damage must be fully paid by the renter including but not limited to:

- Replacement cost of any equipment not returned by due date which is lost or stolen.
- Charges which have not been paid within 30 days of invoice date including repairs replacement of any equipment which is lost, damaged or stolen.

Liability. Midland Zone Inc. is in no way responsible for any liability, claims, costs or expenses arising from the use or possession of this equipment. All parties using the equipment are subject to ACMA rules and regulations, local and state ordinances.

Inoperable equipment. The equipment is offered for inspection and test at the time of rental. Midland Zone PCAV, Inc. must be notified with 24 hours if any equipment fails to operate.

Replacement or Repair. Upon return of damaged equipment, Midland Zone Inc. will make a determination of the extent of damage and required repairs. In determining whether equipment shall be replaced or repaired, the judgment of Midland Zone Inc. shall be conclusive.

- Should Midland Zone Inc. determine that the equipment shall be replaced, the Renter shall be responsible for the cost to replace the same item or the closest comparably-equipped model, at current manufacturer's list prices without deduction for depreciation.
- Damage includes any type of damage caused by misuse, neglect, or any use for which the equipment was not intended. Also included is damage caused by fire or water; attempts to make repairs by the Renter or anyone else other than Midland Zone Inc. installation of parts or accessories, product modification or failure to follow instructions contained in the operator's manual is also considered damage.
- It is forbidden to attach stickers or labels to the radios for identification. other than to replace those supplied with the radios.
- Rental will be charged at full price on damaged equipment until repair or replacement has occurred to the satisfaction of Midland Zone Inc.

Lost, stolen or destroyed equipment. In the event that, after delivery to Renter, any of the equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item at current manufacturer's list price with no deduction for depreciation. Rental will be charged at full price on such equipment until it is paid for.

Theft. In all instances, immediately report any missing, lost or stolen equipment to Midland Zone Inc.

Purchase price. Rental payments may not be applied to repair costs, or replacement costs.

Local use only. Equipment is rented under the stipulation that it is to be used at the address as described in this agreement Violation of laws. Renter shall not permit the equipment to be used in violation of any laws or applicable regulations.

Sublease. The Renter may not sublease any part of the equipment without written consent from Midland Zone Inc.

No warranty or guarantee. The equipment rented is provided without warranty or guaranty of any kind, expressed or implied. Midland Zone Inc. disclaims any liability for range and coverage.

Authorized representative. The person signing the invoice and contract certifies that they have read the rental form and these policies; that they are duly authorized to sign such an agreement for the company or organization they represent; and that the execution of this document has been authorized by all necessary officers or owners of the business or organization.

Attorney's fees. If necessary to enforce collection of the amount due under this contract, Renter agrees to pay all collection costs and charges including court costs and attorney's fees plus service or finance charges of 1.5% per month on all balances 30 days or more delinquent.

PAYMENT.

Full payment to be paid by EFT no later than 4 working days after the date on this agreement to:

Account Name: Midland Zone

Bendigo Bank **BSB: 633 000** **Account Number: 161 780 325**

Signed on Behalf of the Renting Club:

Name:	***Club Role:***
Signature:	***Date:***

Balance Due on Invoice.