



## CJR Sweeney Pty. Ltd. trading as Laser Tag 4 Hire Equipment Hire/Rental Agreement

Dated:

Between the Parties: CJR Sweeney Pty. Ltd. trading as Laser Tag 4 Hire (the Owners)

And

The Customer/Hirer:

Terms and Conditions of Hire:

The Hirer agrees to pick up the equipment from the nearest depot on the day of the commencement of this hire agreement (unless alternative arrangements have been agreed to in writing with the Owners). The same method is to be applied at the conclusion of this hire agreement for the return to the Owners of the hired equipment.

If the Hirer requires transport services, delivery and pick up times are approximate. The additional cost of this transport service is to be paid by the Hirer as shown on the invoice.

The Hirer is responsible for, and is required to stay with the equipment until picked up by the transport service. Otherwise, the hirer is required to return all equipment to the Owner's depot.

- 1. Safety/Operating Instructions:** In addition to the information set forth in this agreement, the Hirer acknowledges that there are safety and operating instructions on the equipment and agrees to read the instructions and operate the equipment, or allow the equipment to be operated or used in accordance with those instructions. The Hirer further acknowledges and understands that the Owner has not agreed to nor have they provided any operators with this hired equipment, and that the Hirer is solely responsible for the correct and safe operation of the equipment. The Hirer understands that the participants safety depends on the Hirer providing at all times correct operation of and use of the equipment. By entering into this agreement the Hirer acknowledges that there is a risk of injury or damage arising out of the use of the equipment. The Hirer agrees to keep and maintain safety rules for the safe operation of the equipment and to assume any and all risk of injury or damage. In particular, the Hirer will not permit the equipment to be operated by anyone who has not received instruction from the Hirer on the safe operation and use of the equipment, nor shall the Hirer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.
- 2. General Release/Indemnity/Hold Harmless:** I, the Hirer, understand and acknowledge that use of this amusement equipment entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire and all liability, claims, demands, causes or rights of action which are personal to the Owners or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should the Owners or anyone acting on behalf of the Owners incur any attorney's fees and costs to enforce this agreement, the Hirer expressly agree to indemnify and hold the Owners harmless for all such fees and costs. In consideration of the Hirer being permitted by the Owners to use its equipment, the undersigned (the Hirer) and its participants agree to indemnify and hold harmless CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire from any and all claims that are brought about by the Hirer and/or their participants and which are in any way connected with such use or participation. A Set Of Rules and Directions Of Use have been provided to the Hirer which agree to follow and utilise at all times during operation and use of the equipment.
- 3. Additional Terms and Conditions:** In consideration of the hiring of the Rental Equipment described on the invoice page of this Hire Agreement and General Release and in addition to all the terms and conditions set forth on the previous page of this agreement, the parties do further agree as follows.
- 4. Identity of Parties:** For the purposes of this Hire Agreement CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire shall mean the Owners, officers, directors, shareholders, employees, contractors, agents and the Hirer shall mean the customer, the person(s) or company listed in the Hirer box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agent's and/or employees.
- 5. Equipment, Rent, Hire, Payment, and Term of Hire Agreement:** The Hirer (customer) hires (rents) from the Owners certain equipment described on the invoice page of this agreement. The hire fee set forth is payable, in full, in advance and the hire term shall be listed on the invoice page, but all the Hirer's obligations arising under the terms and conditions of this Hire Agreement shall run from the actual delivery of the equipment to the actual return pick up of the equipment. If the Equipment from the Owners is accepted by the Hirer (if picked up by the Hirer or delivered in any way to them) then the Hirer shall not be entitled to any refund whatsoever if the Hirer elects not to use the Equipment due to weather or any other causes.
- 6. Weather:** CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire reserve the right to cancel or reschedule the Hirer's rental prior to delivery (or pick up) if severe weather conditions are imminent or if the Owners have any reason to believe that the Equipment and/or its users may be in danger. Heavy rain and lightning are examples of inclement conditions. The Hirer agrees that in the event that the weather turns to severe during use of the Equipment then the Hirer will cease using the Equipment until this severe weather ends. The Hirer will also take all precautions to secure the Equipment in an undercover, safe weatherproof area during severe or inclement weather.
- 7. Delivery:** CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire shall deliver the Equipment to the address specified by the Hirer as listed on the invoice page of this Agreement either by the Owner, a subcontracting courier, or any other form of delivery service. The Hirer may elect to pick up the Equipment to save on the additional delivery costs shown on the invoice page of the Agreement from one of the Owners depot(s). The Owners reserve the true right to enter any property that the Hirer has specified to deliver or pick up the Equipment and any associated Equipment or packing materials at the approximately specified times.
- 8. Receipt/Inspection of Hire Equipment:** The Equipment is available on an 'as is' basis. The Hirer acknowledges that they have personally inspected the Equipment prior to its use and will read the operating/safety instructions prior to use. The Hirer specifically agrees that the Equipment will not be used if the Hirer finds that it is not suitable for their needs. The Hirer acknowledges receipt of all items listed in the Hire Agreement, and that they are in good working order.
- 9. Possession/Title:** The Hirer's right to possession of the Equipment begins upon the Equipment being delivered to the Hirer's site (or upon pick up by the Hirer) and terminates on the actual pick up by the Owners (or agent) or return delivery by the Hirer to the Owners depot. Retention of possession, or any failure to permit the pick up of the Equipment at or after the end of the Hire Agreement Period specified on the Invoice Page of the Agreement constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Hirer is obligated to pay CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire the full replacement value for the Equipment listed on the Invoice Page of the Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by the Owners. Title to and for all the Hire Equipment listed in the agreement is and shall remain the property of CJR Sweeney Pty Ltd, trading as Laser Tag 4 Hire. The Hirer agrees to keep the Equipment in his/her custody and control from the time the Equipment is delivered to the Hirer (or picked up by the Hirer) and until the Owners pick up the Equipment at the specified time on the Invoice Page of the Agreement (or delivered back to the Owners depot by the Hirer). The Hirer shall not cause nor permit any of the Equipment hired to them to be sublet, rented, hired, sold, or removed from the Delivery Address, or otherwise transfer such items. If the hired items are not returned and/or levied upon for any reason whatsoever, CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. The Hirer hereby agrees to indemnify, defend, and hold CJR Sweeney Pty Ltd, trading as Laser Tag 4 Hire harmless from any and all claims and costs arising from such retaking and/or levy. If the Equipment is levied upon, or otherwise moved from the Delivery Address, the Hirer shall notify the Owners immediately.

10. Care of Hire Equipment: The Hirer shall be responsible for any and all damage to any of the Hire Equipment not caused by ordinary wear and tear. Ordinary wear and tear shall mean only the normal deterioration of the Equipment caused by ordinary, reasonable and proper use of the Equipment. The Hirer shall be liable to the Owners of the Equipment for any and all damage that is not ordinary wear and tear in an amount equal to the replacement value of the hire equipment listed here. Damage which is not ordinary wear and tear includes but not limited to breakage, improper use, abuse, lack of cleaning, contamination or dirtying the Equipment with non approved items such as solvents, chemicals, food, paint, mud, clay or other materials. Current Replacement Prices: Cobra Phaser AU\$850, Red Dot Scope AU\$60, Head Sensor AU\$140, Headband AU\$7, Electronics Replacement (do not submerge in water) AU\$490, Medic Box AU\$850, Key AU \$7.

11. Equipment Problems: Should any Equipment develop a problem, or should the equipment not function correctly at any time, the Hirer agrees to immediately cease use of the Equipment in question. If a problem develops and the Hirer does not understand the operating instructions, they will cease use of all equipment, and will not allow anyone else to continue use the Equipment until the problem is solved. If the Hirer cannot correct the problem, please call our office on 1300 661 565 or one of our technicians on 0410 543 183.

12. Specific Safety Rules: The following rules and warnings must be obeyed in the use of the Equipment at all times.  
a. All safety and operating rules must be complied with at all times.  
b. For the safety of any children participating in the use of the Equipment, ADULT supervision is required at all times.  
c. Upon setting up an area to allow participants use of the Equipment, check the area for tripping hazards and slippery conditions. Remove all waste and or builders rubble and ensure the area is free of any potential item that can cause injury or any risk of injury to the participants.  
d. Do not use the Equipment in or near any body of water. The Equipment CANNOT be submersed in water.

13. Limited Warranty: CJR Sweeney Pty Ltd trading as Laser Tag 4 Hire warrants the Equipment hired under this Agreement will be in good working order when delivered under this Agreement. All the Equipment is supplied and maintained solely under this warranty. The Owner's sole and exclusive obligation under this warranty is limited to repair or replacement of the Equipment, when the Owner determines that it does not conform to this warranty. The Owners make no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the Equipment is fit for the Hirer's particular intended use, or that it is free from latent defects. The Owners shall not be responsible to the Hirer or to any third party for any loss, damage or injury resulting from, or in any way attributable to the operation, installation of, use of, or any failure of the hired Equipment. The Owners shall not be responsible for any defect or any failure unknown to them at the time of delivery.

14. Cancellation Policy: The Hirer will receive a full refund of all monies paid upon receipt of written cancellation notice, given at least 48 hours prior to the delivery date. If the Hirer cancels less than 48 hours prior to the delivery time/date specified on the Agreement, CJR Sweeney Pty. Ltd. trading as Laser Tag 4 Hire will not be obligated to refund any monies paid but will enable the Hirer to apply this to a future hire period within a 12 month period.

15. Compliance with Laws: The Hirer agrees not to use or allow anyone else to use the hired Equipment in any illegal manner or in an unsafe manner. The Hirer agrees at his/her/their sole cost and expense to comply with all municipal, parish, council, state, federal or other government or quasi government laws, ordinances, and/or regulations which may apply to the use of the hired Equipment during the Hire period. The Hirer further agrees to pay all licences, fines, fees, permits, or taxes arising from the Hirer's use of the Equipment, including any subsequently determined to be due. The Hirer is solely responsible for obtaining all permits and/or licences from the appropriate government agencies to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party (the Owners) shall be entitled to recover the attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer (Hirer) Acknowledgement: The Hirer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand it's content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court or competent jurisdiction, such item shall be stricken from this Agreement, and the remaining Terms and Conditions of this Agreement shall stay in force and effect.

19. Entire Agreement: This Agreement constitutes the full agreement between CJR Sweeney Pty Ltd, trading as Laser Tag 4 Hire and the Customer (Hirer). Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. The Hirer acknowledges the receipt of the Equipment that is the subject of this Agreement and General Release and the fact that it is in good working order.

**I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER (HIRER) AN AM AUTHORISED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.**

Print Name:

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Signature:

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Dated:

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Phone Numbers:

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Driver's Licence #

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