



HIRE CONTRACT SLUSH MACHINE

Phone: 0438 664 326

E-Mail: info@townsvillejukeboxhire.com.au

Name of Hirer: _____

We agree to hire and you agree to take on hire the Machine on the following terms.

1. DEFINITIONS

Cost of Hire being the total amount payable to us for you to hire the Machine which shall be dependant on the Period of Hire.

Deposit is the sum of fifty dollars (\$50.00).

Machine means the Slush Machine Two (2) Bowl Granita Machine

(Serial Number _____)

Period of Hire means _____ night/s and shall commence on the date and time that we have delivered the Machine to you and shall cease on the date and time that we collect the Machine from you.

Slush Syrup Mix means the mix provided by us to be used in the Machine.

Terms means these terms and conditions, the instructions affixed to the Machine, the instructions provided verbally by us and the checklist for the Machine

We / Us / Our means Townsville Jukebox Hire, its employees and agents.

You means the Hirer stated at the beginning of this document.

2. DEPOSIT & PAYMENT

- 2.1 You must pay the Deposit to us at the time you book the Items for hire.
 2.2 The Deposit is nonrefundable if you cancel a booking made with us. This means that the Deposit will not be returned to you. If any other payments have been made a 90 day store credit will apply if you cancel with at least 5 days' notice from the Hire Date. If you cancel with 5 or less days' notice from the Hire Date you will forfeit any money paid.
 2.3 If you do not collect your Deposit within 12 months of us collecting the Items from you or you returning the Items to us, you will forfeit your Deposit to us.
 2.4 You must pay the total Cost of Hire to us 7 days prior to us delivering the Machine to you.

3. DELIVERY AND COLLECTION OF THE MACHINE

- 3.1 We shall deliver the Machine to you and insert the Slush Syrup Mix as chosen by you together with your choice of alcohol (if the Machine is to be used for alcoholic cocktails) at the time of delivery.
 3.2 Prior to accepting possession of the Machine you are satisfied that it is in good repair and in safe working order, you aware of the proper use for which the Machine is designed for, you are satisfied that it suits your purpose and you are satisfied with the instructions provided by us as to how to use the Machine.
 3.3 Prior to us collecting the Machine from you, you must empty the mix from the Machine. We will attend to its cleaning.
 3.4 If you cause any delay in us delivering or collecting the Machine from you then you will be responsible for the extra costs incurred by us for the delay.

4. YOUR OBLIGATIONS:-

- 4.1 You must:-
 (a) Provide a solid table for the Machine to be placed on (not glass) together with water and suitable power supply;
 (b) Follow the Terms for use of the Machine;
 (c) Ensure all persons operating the Machine are suitably instructed to do so;
 (d) Ensure the Machine is always secure;
 (e) Ensure that no other product other than the Slush Syrup Mix, water and alcohol (if the Machine is to be used for alcoholic cocktails) is used in the Machine;
 (f) Allow us, if we choose to do so, enter upon the Property where the Machine is situated to inspect the Machine, at any time during the Period of Hire; and
 (g) Cover the Machine if it is outside.

4.2 You must not:-

- (a) use the Machine for any illegal purpose; tamper with, repair or modify the Machine in any way or permit another to do so; sell, hire or part with possession of the Machine;
 (b) use the Machine in any other area other than where we have set up the Machine, without our prior consent.
 (c) Damage the Machine in any way.

4.3 You acknowledge:-

- (a) that in accordance with the Liquor Act 2007 it is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of eighteen (18) years;
 (b) that the title and ownership of the Machine remains with us;
 (c) that we have provided you with sufficient instruction to use the Machine;
 (d) that you have an adequate knowledge and degree of competency to operate the Machine;
 (e) that if the Machine is to be used for the making of alcoholic cocktails that you will supply the alcohol at the time of delivery of the Machine and we will create the mixture for you.

5. WHAT YOU ARE RESPONSIBLE FOR

- 5.1 You will be responsible for the following costs during the Period of Hire and or between the time of delivery to the time of collection;
 (a) Any additional Slush Syrup Mix provided by us;
 (b) Alcohol, if the Machine is used for making alcoholic cocktails;
 (c) Replacement of the Machine due to fire and or theft (by you or any other party) at the scheduled price of \$4500.00;
 (d) Repair or replacement of the Machine due to any accidental or intentional damage (by you or any other party);
 (e) Repair or Replacement of the Machine due to vandalism (by you or any other party);
 (f) Repair to the Machine due to the negligence of you or any another party;
 (g) All costs incurred by us due to a breach by you of this Contract.

6. INDEMNITY

- 6.1 You agree to indemnify us against any loss, damage, injury or death of persons arising out of the use, storage or transport of the Machine as a result of our or your actions or omissions whether they are intentional, negligent or accidental.

7. CONSEQUENTIAL LOSS

- 7.1 We are not responsible for any delay, loss and consequential loss including loss of profits due to the supply or failure to supply the Machine to you or due to the failure of the operation of the Machine for any reason whatsoever.
 7.2 We shall have the benefit of this clause and limitations of liability if any loss or damage arises for any reason whatsoever, including breach of Contract, negligence, breach of duty or willful act or default.

8. DISPUTES

- 8.1 We and You agree that any disputes arising from the hire of the Machine (except for payment of fees) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited before litigation is pursued.

9. GOVERNING LAW

- 9.1 This Contract is governed by the law of Queensland.

I, the Hirer, have read the Terms of the Hire Contract and understand my obligations

Full Name: _____

Signature: _____

Date: _____ / _____ / 20____