

Conditions of Rental Agreement



1. **INTERPRETATION**

1.1 Definitions

“Application Form” means the rental agreement application form completed by the Hirer which shall form part of the agreement.

“Delivery Address” shall mean the address to which the Hirer has requested the Jukebox be delivered for use by the Hirer only at this location.

“Function Date” means the date indicated in the application form.

“Hirer” means the party or parties named as hirer on the application form.

“Jukebox” refers to the Jukebox and all equipment provided by Jiving Jukebox Hire including but not limited to cords, microphones and Jukebox system hired under this agreement.

2. **HIRE OF JUKEBOX**

2.1 Jiving Jukebox Hire agrees to rent the Jukebox to the Hirer for use on the Function Date on the terms set out in this agreement.

3. **PAYMENT OF HIRING FEE AND DEPOSIT**

3.1 The deposit of \$50.00 is payable prior to delivery

3.2 The balance of the rental fee will be payable by the Hirer on delivery of the Jukebox or prior.

3.3 A collection fee of \$20 will be payable by the Hirer if the Jukebox is not available for collection by 11am on the day following the Function Date unless an alternate time is agreed at the time of delivery.

3.4 Jukeboxes hired at halls without next day access will be collected immediately after the function. The hirer must remain at the hall with the Jukebox until the time of collection. An additional cost of \$30 for pickup after midnight applies.

4. **DAMAGE TO / LOSS OF JUKEBOX and / or other items on HIRE FROM Jiving Jukebox Hire**

4.1 The Hirer is the person responsible for the safe keeping of the Jukebox from the time of delivery to the time of collection.

4.2 The Hirer agrees to pay Jiving Jukebox Hire the following amounts in respect of any loss or damage:

4.2.1	Microphone	\$150
4.2.2	Cable	\$45
4.2.3	Surge protector	\$45
4.2.4	Damage to Jukebox	\$600 (insurance excess)

4.3 All costs are to be paid by the Hirer immediately upon demand by Jiving Jukebox Hire.

4.4 The Hirer shall be responsible for ensuring that the Jukebox is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor. Any damage of this nature is the sole responsibility of the Hirer.

5. **POWER CONNECTION and POSITIONING**

5.1 Jiving Jukebox Hire will supply all extension and power cords necessary. No power connections other than the supplied cords are to be used.

5.2 No generators permitted, must be mains supplied power only.

6. **STORAGE**

6.1 The Jukebox is to be kept under a permanent shelter or waterproof marquee with side walls (for protection against the weather), (not under a tarpaulin, tent or in the open air).

6.2 The Jukebox must be placed on a stable wooden platform or cement slab for protection against dirt or mud if used in a marquee.

6.3 Marquees must be in place before the delivery of the Jukebox.

6.4 The Hirer will be responsible for storing the Jukebox in a secure location when not in use.

7. **FAILURE OF MALFUNCTION OF JUKEBOX**

7.1 Jiving Jukebox Hire is not responsible for any damage caused in the event of a failure or malfunction of the Jukebox.

7.2 Jiving Jukebox Hire’s liability to the Hirer in such circumstances shall be limited to a maximum of a refund of the hiring fee less delivery & pickup fees.

7.3 The Hirer agrees to indemnify Jiving Jukebox Hire in relation to any claims by persons or entities who are not parties to this agreement arising out of the failure or malfunction of the Jukebox during the time of hire.

8. **CANCELLATION**

8.1 If Jiving Jukebox Hire receives written notice of cancellation of the hire arrangements from the Hirer at least 30 days before the Function Date, a full refund of the booking deposit will be made.

8.2 If written notice of cancellation is not received at least 30 days before the Function Date Jiving Jukebox Hire may keep the booking deposit.

8.3 If Jiving Jukebox Hire is unable to fulfill the hire of the equipment a full refund (including deposit) will be made.

Customer name _____ Customer signature _____ Date ____/____/____

Signed by Jiving Jukebox Hire _____