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DRY HIRE AGREEMENT

APU Excavations & Rentals

1. Agreement Overview

This Agreement is between APU Excavations & Rentals (the "Owner") and the undersigned customer (the "Hirer") for the dry hire of equipment as listed in the Hire Schedule. By signing this agreement, the Hirer acknowledges acceptance of all terms outlined herein and in the accompanying Credit Application and Terms & Conditions of Hire.

2. Hire Period & Return Conditions

- The hire period commences on the date specified in the Hire Schedule and continues until the equipment is returned or collected.
- Equipment must be returned in the same condition as it was delivered: clean, undamaged, full of fuel.
- Late return charges and off-hire procedures apply as per our Terms & Conditions.

3. Hire Charges & Payment Terms

- All hire charges are due on or before the start of hire, unless a 30-day credit account has been approved.
- Additional charges will apply for:
 - Fuel: \$3.50 + GST per litre if re-fuelling is required
 - Cleaning: \$90.50 + GST per hour if machine is returned in an unclean state
 - Toll usage (for tippers): Charged as per Linkt charges
 - Repairs: As quoted by an APU-appointed repairer

- A 10% Damage Waiver levy applies unless a valid insurance certificate is provided (see section 4)

4. Theft & Damage Waiver

- If the Hirer declines the Damage Waiver, they must supply a valid Certificate of Currency confirming insurance for hired-in equipment.
- Where the Damage Waiver is accepted (default option unless insurance is provided):
 - Covers fire, theft, and loss of equipment.
 - Does not cover negligence, misuse, or third-party damage.
 - A waiver excess of \$5,000 or 1% of the new equipment value (whichever is higher) applies per incident.

5. Use & Operation of Equipment

- The Hirer acknowledges the risks involved with using heavy equipment and agrees to operate it:
 - In accordance with manufacturer instructions
 - Using trained and licensed operators
 - Complying with all OH&S requirements
- Equipment must not be sub-leased or modified without written consent from the Owner.

6. Responsibility, Loss & Damage

- The Hirer is fully responsible for loss, theft, or damage to the equipment during the hire period (excluding fair wear and tear).
- Any damage or malfunction must be reported within 2 hours of occurrence.
- If the equipment is returned in unsatisfactory condition, hire fees will continue until the equipment is repaired or replaced.

7. Title & Security

- Equipment remains the sole property of APU Excavations & Rentals at all times.
- The Hirer may not pledge, sell, or otherwise dispose of the equipment.
- The Owner retains the right to repossess equipment if terms are breached.

8. Indemnity & Liability

- The Hirer releases and indemnifies APU Excavations & Rentals against any claim, injury, loss, or damage resulting from the use or misuse of equipment.
- The Owner is not liable for indirect or consequential loss, or for equipment performance issues once accepted by the Hirer.

9. Termination

- The Owner may terminate this agreement and repossess the equipment immediately upon breach of any terms.
- Upon termination, the Hirer must ensure safe access for collection and may be liable for collection costs.

10. Governing Law

This Agreement is governed by the laws of Queensland. Any disputes will be handled under the jurisdiction of Queensland courts.

Execution

When payment is processed or Purchase order is provided it is assumed that the hirer is aware and accepts APU Excavations and Rentals Terms and Conditions as outlined in your credit account, COD paperwork or APU website.