

HIRE AGREEMENT - TRACK ME LIVE (Geocentric Pty Ltd)

Full Name	
Company Name	
Email Contact	
Phone/ Mobile Contact	
Quantity Trackers	
Event Start Date	
Event End Date	
Postal Return Date	
Price Quoted	
Credit Card Number	
Credit Card Expiry	
Credit Card Name	
Credit Card CVV No.	
Signature	

Geocentric Pty Ltd hereby rents the specified Equipment to the Hirer upon the following terms and conditions:

1. **Term:**
 - 1.1. This agreement shall be from the date specified at the bottom of this agreement until the receipt of returned Equipment by Geocentric, and completion of a functional check of all Equipment by Geocentric.
2. **During the term of this agreement the Hirer agrees:**
 - 2.1. To assume complete responsibility for security, control and physical operations of the Equipment from receipt of Equipment by the Hirer until receipt of returned equipment by Geocentric Pty Ltd.
 - 2.2. Conduct a test of each unit as soon as they are received. Any units found to be non-functional are to be reported to Geocentric immediately.
 - 2.3. Use the Equipment only for it's intended purpose.
 - 2.4. The SOS button must not be relied upon for your safety communication needs. Devices may break or become damaged, be affected by weather, location and network coverage, be subject to user error and/or many other factors.
 - 2.5. Ensure each unit is adequately protected from water damage throughout their use.
 - 2.6. Post (or return in person) all Hired Equipment using express registered post with insurance, including paying the postal charges (which are not included in the Hire Fee).
3. **Damage and Loss.**
 - 3.1. The Hirer is responsible for all damages to and/or loss of the equipment during the Hire Period. In the case of total loss or write off of equipment, the Hirer is liable for the replacement costs of this equipment and/or accessories and the Hire Charges up to the time that full payment for the loss/ write off is paid to Geocentric Pty Ltd.
 - 3.1.1. GL300W tracker \$250.00, USB cable \$11.00, 4xUSB Wall Charger \$35.00. (including GST) payable within 7 days.

- 3.2. Hirer expressly agrees that Hire Charges are payable for any Equipment said to be non functional by the Hirer until and up to the time of the Hirer notifying Geocentric that the equipment is non functional.
- 3.3. The Hirer is also responsible, as written in 3.1, in the specific case that loss of equipment occurs by the postal or courier company when returning the Equipment to Geocentric Pty Ltd.

4. Cancellations.

- 4.1. Should the hirer cancel the agreement, 7 days or closer to commencing Event Start Date, then a 50% Hire Fee is payable. If an event is re-scheduled at a time that the trackers are available the hirer may re-hire the trackers and the 50% cancellation fee charged will be returned.

5. Returns.

- 5.1. The Hirer agrees to return all Equipment via registered post with insurance, or in person to the Geocentric office.
- 5.2. If returning by post, Hirer agrees to post the Equipment not later than the time of the last mail collection on the Postal Return Date in this agreement. If some or all of the Equipment is not posted by this date, Hirer agrees to make payment of the Late Return Fee for the Equipment not posted by that date.
- 5.3. Late fees are as follows: GL300W tracker \$5 per day per tracker + any additional data charges that may be used on those late days.

6. Payment of Fees.

- 6.1. Hire fees are payable within 7 days of Event End Date.
- 6.2. The Hirer permits and allows Geocentric Pty Ltd to debit the specified credit card in this agreement for any charges of Damage, Loss, Cancellations and Late Return Fees.

7. I (on my own behalf and on behalf of the company listed in the agreement)

- 7.1. WAIVE, RELEASE AND DISCHARGE from any and all liability resulting from or relating to the use of the Equipment, including death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract, acts of negligence to the fullest extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my Hire and use of the Equipment, the following person or entities: Geocentric Pty Ltd (Geocentric) and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers.
- 7.2. INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 5.1 from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my hire of the Equipment, including any claim by the users of the Hire Equipment.

- 8. These devices should not be relied upon totally for your safety communication needs. Devices may break or become damaged, be affected by weather and location, be subject to user error and/or many other factors. You should always have multiple means of emergency communication.

Accepted Agreed and Executed on behalf of _____ (company)

by, _____ being the duly authorised officer.

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(Signature) (Date)

Email signed and initialed Agreement to louise@trackmelive.com.au
