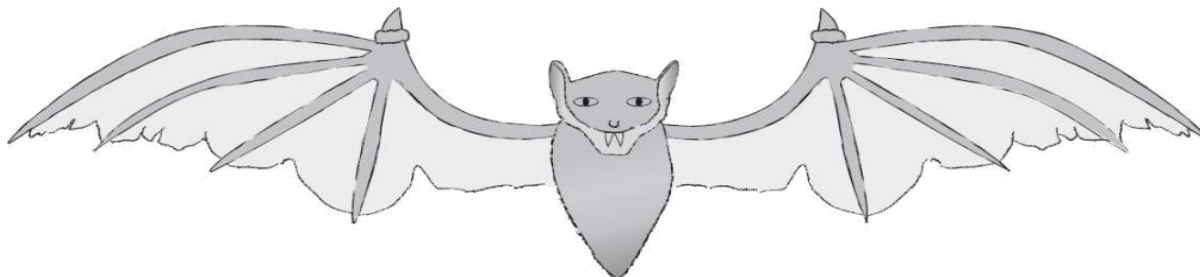


FRUITBAT MOBILE MUSIC



www.fruitbatmobilemusic.com

PH.(Roy) 0402 053 037 or (Kym) 0408 932 403 EMAIL; fruitbatmm@bigpond.com

Name of Hirer:

We agree to hire and you agree to take on hire the **Photo Booth** and/or **Jukebox** or **Dj Services** on the following **Terms and Conditions**

1. DEFINITIONS

Cost of Hire being the total amount payable to us for you to hire the **Service(s)** which shall be dependent on the Period of Hire. **Deposit** is the sum of One Hundred dollars (\$100.00). **Service(s)** means the **Photo Booth** and/or **Jukebox** or **Dj Services**. **Period of Hire** means hours or night/s and shall commence on the date and time that we have delivered the **Service(s)** to you and shall cease on the date and time agreed by both parties. **Terms** means these terms and conditions, the instructions affixed to the **Service(s)**, the instructions provided verbally by us and the checklist for the **Service(s)**. **We / Us / Our** means Fruitbat Mobile Music, 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 within 10 working days of the time you book the Service(s) for hire, this will come off the total cost of your Hire Agreement.

2.2 The Deposit is nonrefundable if you cancel the booking made with us. If you cancel with 30 or less days' notice from the Hire Date you will forfeit any money paid.

2.3 If a cancellation is made more than 30 days from the booked date, any costs incurred by Us on consumables for your Service(s) will be deducted from refund.

2.4 You must pay the total Cost of Hire to us 14 days prior to us delivering the Service(s) to you.

3. DELIVERY AND COLLECTION OF THE SERVICE(S)

3.1 We shall deliver the Service(s) to you and setup the Service(s) at the time of delivery agreed by both parties.

3.2 Prior to accepting possession of the Service(s) you are satisfied that it is in good repair and in safe working order, you aware of the proper use for which the Service(s) 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 Service(s).

3.3 If you cause any delay in us delivering or collecting the Service(s) from you then you will be responsible for the extra costs incurred by us for the delay.

3.4 Photobooth Hire Service bookings will only have an Employee present if the booking is part of the Dj Hire and Photobooth Package.

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4. YOUR OBLIGATIONS:-

4.1 You must:- (a) Provide a suitable power supply, no generators; (b) Follow the Terms for use of the Service(s); (c) Ensure all persons operating the Service(s) are suitably instructed to do so; (d) Ensure the Service(s) is always secure. If you fail to do so, you agree to pay us the scheduled price as stated in 5.2; (e) Allow us, if we choose to do so, enter upon the Property where the Service(s) is situated to inspect the Service(s), at any time during the Period of Hire; (f) Ensure the Service(s) is kept undercover at all times and is not exposed to rain, water, high humidity, direct sunlight, heat or any other damaging factor; and (g) Provide suitable flooring, such as cement slab, tiles or hired dance floor. The Service(s) cannot be placed on grass or wet floors.

4.2 If the premises are a Private residence and a power outage occurs by means of storm or overload of power, We will provide support by phone to restart the Service(s), but take no responsibility if Service(s) cannot recommence.

4.3 You must not:- (a) use the Service(s) for any illegal purpose; tamper with, repair or modify the Service(s) in any way or permit another to do so; sell, hire or part with possession of the Service(s); (b) use the Service(s) in any other area other than where we have set up the Service(s), without our prior consent. (c) Damage the Service(s) in any way.

4.4 You acknowledge:- (a) that the title and ownership of the Service(s) remains with us; (b) that we have provided you with sufficient instruction to use the Service(s); (c) that you have an adequate knowledge and degree of competency to operate the Service(s).

5. WHAT YOU ARE RESPONSIBLE FOR

5.1 You will be responsible to pay the scheduled price for the Service(s) if the Service(s) is lost, stolen or damaged (by you or any other party) between the time of delivery to the time of collection.

5.2 The scheduled price for the Service(s) is up to **\$14,000.00 + GST. Includes Accessories.**

5.3 All costs are to be paid by you immediately upon demand by us.

5.4 Any costs resulting from delay in delivery or collection of the Service(s).

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 Service(s) 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 Service(s) to you or due to the failure of the operation of the Service(s) 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 Service(s) (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.

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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_