

Canoe Rental Agreement

This Canoe Rental Agreement ("Agreement") is effective as of the date of last signature, and is made between **Noosa Outrigger Canoe Club (Inc.)** (OWNER) and _____ Canoe Club (RENTER)

Owner and Renter are hereinafter collectively referred to as "Parties".

The OWNER rents to RENTER and RENTER rents from OWNER, subject to the terms and conditions of this Agreement:

1. Term. This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to OWNER. RENTER shall return the Equipment at the end of the event or events for which it was hired

2. Payment.

Immediately upon signing this agreement RENTER will be required to deposit a security deposit of \$350.00 per canoe to cover the insurance excess that OWNER would have to pay should the RENTER damage any part of the canoe during the rental period

a) The above insurance excess charged by the OWNERS insurance Arthur Gallagher P/L above will be refunded back to the RENTER at the conclusion of the rental period should the canoe be returned in good order free of damage

3. Care of Equipment. Equipment can only be used in a careful and proper manner and shall not be used in any way that is inconsistent with OWNER's instructions

4. Restrictions on Use. RENTER shall not:

a) Permit the Equipment to be used by any person who is not authorized to use such Equipment.

5. Loss or Damage. RENTER shall alert OWNER to any damage to the Equipment. RENTER shall be responsible for any damage to Equipment.

6. Condition of Equipment. Prior to use the Condition of the canoe shall be checked jointly by the OWNER and the RENTER and any prior damage duly recorded and acknowledges Equipment is in good condition except as otherwise specified in the Checklist.

7. Return of Equipment. RENTER shall return Equipment in the same condition as RENTER received it, RENTER shall return the Equipment to the agreed return location.

8. Entire Agreement. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

9. Assignment. RENTER may not, without the prior written consent of OWNER, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

10. Headings. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

11. Heritage Bank NOCC's account details: BSB 638 060 ACC 13065157

RENTER acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

RENTERS DETAILS

Club or Organisation _____

Address in Australia _____

Representative's name _____

Email _____

Mobile _____

Renter's Signature _____ **Date** _____