

## Equipment Library Borrowing Agreement

### TERMS AND CONDITIONS

**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 or manuals.

**Loss or Damage.** Borrower shall alert MusicNT to any damage to the Equipment. Borrower may be responsible for any loss or damage to equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and for any missing equipment.

**Restrictions on Use.** Borrower shall not:

- a) permit the Equipment to be used by any person who is not authorised to use such Equipment;
- b) operate or use the Equipment or permit it to be operated or used in violation of law;
- c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

**Period of loan.** Individuals may borrow equipment for up to 14 days. They may request an additional 14 days which will be generally be granted if no other bookings have been made during this period.

**Return of Equipment.** Borrower shall return Equipment on the date specified in Section 1 in the same condition as borrower received it after factoring in normal wear and tear. Borrower shall return the Equipment to the agreed return location, generally the Alice Springs MusicNT office. If Equipment is not returned on said date, MusicNT reserves the right to take any action necessary to regain possession of the Equipment.

**Indemnification and Liability.** Borrower shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**Failure to comply with these terms and conditions may result in the borrower being denied access to the library.**

The Old Courthouse, cnr Parsons & Hartley St, Alice Springs  
PO Box 8545, Alice Springs, NT, 0871  
Tel: (08) 8952 0322 Fax: (08) 8952 0322  
Email: info@musicnt.com.au Web: www.musicnt.com.au  
ABN: 34792015203



You will be required to complete and sign the following agreement upon collecting the equipment.

**Equipment Owner - MusicNT Incorporated**

**Borrower Details**

<b>Name:</b>	<b>Address:</b>
<b>Ph:</b>	<b>Email:</b>
<b>Agreement date</b>	
<b>Date Equipment Out</b>	<b>Date Equipment due for return</b>
<b>Equipment Details</b>	<b>Accessories</b>
<b>Borrower Signature (at time of borrowing)</b>	<b>MusicNT staff signature</b>

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**musicNT**  
your music office



**TO BE COMPLETED WHEN EQUIPMENT IS RETURNED**

- Equipment was returned in good condition
- Equipment was damaged – see notes below

**Borrower Signature**

**MusicNT staff signature**

**NOTES:**

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