

MusicNT Incorporated Mparntwe - Alice Springs The Old Courthouse, cnr Parsons and Hartley St, Alice Springs, NT

PO Box 8545 , Alice Springs, NT, 0871 PH: 8952 0322 email liz@musicnt.com.au

Equipment Library Draft Agreement

Equipment Owner - MusicNT Incorporated

Borrower Details

Name:	Address:
Ph:	Email:
Agreement dated	
Date Equipment Out	Planned Date Return



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Equipment Details	Accessories
Equipment Details	Accessories
Staff Signature	Equipment sighted and checked



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Please responding by email or your signature that you agree and understand this agreement

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.

Return of Equipment. Borrower shall return Equipment on the date specified in Section 1 in the same condition as burrower received it, except for normal wear and tear. Borrower shall return the Equipment to the agreed return location. 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. Renter 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.