

 RACOMTECH RACOMTECH PTY LTD (EYOU TRUST) ABN: 51 687 385 403 E-MAIL: sales@eyou.com.au web: www.eyou.com.au	203-205 Blackburn Road Mount Waverley Victoria 3149 Australia Phone: +61 3 88029296

EQUIPMENT RENTAL AGREEMENT

Please scan and email to: sales@eyou.com.au

Company Name		Phone	
ABN		Mobile	
Address 1		Email	
Address 2		www	
City		Postcode	
State		Country	
Type of Business	<input type="checkbox"/> Sole <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
Contact Officer	Name	Title	Driver licence Number / Photo required

Payment information

Credit Card Type	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard
Credit Card Number	
CVV (Security code)	
Expiration Date	
Name on Credit Card	
Credit Card Billing Address	<input type="checkbox"/> Check here if same as above

Equipment

Item	Equipment Description	S/N	Rate	Term (day)	Sub Total
1					
2					
3					

I hereby confirm that I have read and understood the entire Equipment Rental Agreement and that I agree to all the terms and conditions as provided for in the Agreement. I further confirm that all the information provided by me is true and correct and that I am authorized by stated Company to sign this agreement.

<hr/> Print Name	<hr/> Title
<hr/> Signature	<hr/> Date

Address 203-205 Blackburn Road, VIC 3149	RACOMTECH PTY LTD	PAGE 1 OF 3
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Proprietary Note: The information contained in this document is considered to be confidential material proprietary to Racomtech and is solely for information purposes. The information shall not be used by anyone other than Racomtech to design or construct any of the items depicted, nor shall it be disclosed, duplicated, or copied for any purpose, nor made available to any third party without the prior written consent of a Racomtech official.

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TERMS AND CONDITIONS TO RENTAL AGREEMENT

1. Purpose: This agreement is entered into by and between RACOMTECH PTY LTD (hereinafter referred to as "EYOU") and the applicant whose name appears on the application at the top of the page, (hereinafter referred to as the "Client") for the purpose of establishing the terms and conditions by which Client will rent Equipment from EYOU.

2. Validity: This agreement will be valid on the date entered into by the parties and until such time as it is modified or terminated in writing by mutual agreement to the parties to the Agreement. For as long as this Agreement is valid, including any written modifications therefore, it will cover Client's rental of any and all Equipment from EYOU.

3. Equipment: The word "Equipment" includes all items that EYOU may rent to Client pursuant to orders that Client may place with EYOU from time to time.

4. Promises made by EYOU: Subject to Client's good credit standing, and availability of Equipment, EYOU agrees to rent to Client Equipment items as ordered by Client from time to time.

5. Equipment Receipt/Return Confirmations:

5.1 Upon installation of such Equipment, Client will sign an Equipment Receipt Confirmation form, which will provide description of the Equipment, its serial number, and the weekly rental rate. Until such time as the Equipment is returned to EYOU, or picked up by EYOU technician, Client will be responsible for such Equipment pursuant to the terms and conditions of this agreement.

5.2 In the event that Equipment is shipped to Client via carriers such as TNT, Federal Express, or any other carrier at the sole choice of EYOU, the Equipment Receipt Confirmation form shall be faxed to Client prior to shipment as well as be included in the package shipped to Client, and the carriers receipt will constitute Client's receipt of the Equipment and terms as provided for in the Equipment Receipt Confirmation. In the event of discrepancy between the terms promised to Client at the time of order and the terms specified in the Equipment Receipt Confirmation, Client should immediately call EYOU and settle all discrepancies. In any event, unless written confirmation is provided by EYOU as to terms that are different than those in the Equipment Receipt Confirmation, Client will either abide by the terms specified in the Equipment Receipt Confirmation, or ship the Equipment back to EYOU within 24 hours.

5.3 In the event that rental term is extended, Client shall be responsible to notify EYOU of such extension in advance of the due date.

5.4 In the event that the rental equipment is not returned to EYOU by the due date the client gives EYOU the right to charge the client's credit card for an additional rental period(s) until the camera is returned. If the rental equipment is returned before the end of the additional period a prorated amount will be refunded to the client.

6. Promises made by Client:

6.1 Client agrees to use the Equipment solely for the purpose for which it is supplied,

6.2 Client shall not alter the Equipment in any way.

6.3 Client agrees that the Equipment provided by EYOU shall only be operated by competent personnel, familiar with the operation of such equipment.

6.4 Client agrees to be responsible for all damage caused to EYOU's Equipment while in use by Client or while in transit from Client. In the event of such damage, EYOU reserves the right to charge Client for the repair of the Equipment, and Client promises to promptly pay for the repair of such damages upon EYOU's demand.

6.5 Client agrees to provide an on-site environment that meets the requirements for proper operational performance of the Equipment. 7.6 Client shall not move the Equipment from the location at which such Equipment is installed by EYOU or from the location specified in Client's order without first notifying EYOU receiving EYOU's prior written approval.

7. Insurance: Client shall fully insure against all damages of EYOU's equipment that is in the possession of Client, naming EYOU as loss payee, in an amount not less than replacement cost and, upon request, provide to EYOU a Certificate of Insurance, naming EYOU as an Additional Insured under Client's policy. Client agrees to provide reasonable security at the site of use, to minimize the exposure of the Equipment to loss and/or damage. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. Indemnity: EYOU is not responsible for any loss or injuries caused by the installation or use of the Equipment. Client agrees to hold EYOU harmless and reimburse EYOU for loss and to defend EYOU against any claim for costs, losses or injury caused by the Equipment or its use. Your indemnity obligation includes any cost, expense or liability we incur, including court costs, attorney fees, interest and penalties.

9. Loss or Damage: Client is responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves Client from the payment obligations under this Agreement. Client agrees to promptly notify EYOU in writing of any loss or damage and Client will then pay to EYOU the present value of the total of all unpaid payments. Any proceeds of insurance will be paid to EYOU and credited against the outstanding balance of both rent and replacement cost.

10. Payment Terms: Client agrees to pay rental charges up-front and in full. If Client requests and is granted permission to extend the rental contract term, EYOU will charge clients credit card for the additional contract term within 5 days of the extension commencement date. If Client fails to return equipment in accordance to section 6.0 of this agreement at the end of the initial rental period, Client agrees to let EYOU charge Client's credit card for all rental charges incurred until the equipment is returned. Loss or damage of Equipment by Client does NOT relieve Client of the rental obligation and Client agrees to let EYOU charge Client's credit card for all rent until the Equipment is returned or replaced.

11. GST: Client shall pay any and all GST levied on or associated with the goods and services provided with this Agreement, including without limitation, any local, state, federal, or other government charges for sales, manufacturing, and excise and like taxes.

12. Liability for Client's Work Product:

12.1 EYOU expressly disclaims any liability in the event that any mechanical breakdown or failure of EYOU's Equipment should result in damage, loss, delay or any other interference in Client's work product. EYOU's exclusive obligation and liability to Client shall be to provide Client with the same or similar equipment in order to accomplish the same work. In no event shall EYOU be liable for any consequential damages or loss of profit.

12.2 EYOU shall not be responsible for any of Client's material remaining in EYOU's hardware upon its return.

13. Force Majeure: In the event that all or substantially all of EYOU's warranties, representations and/or performance of services with regard to this Agreement are materially interfered by reason of any cause or occurrence beyond the control of EYOU, including without limitation, machine malfunction (except to the extent caused by intentional or grossly negligent acts of EYOU, its employees or agents), fire, flood, epidemic, earthquake, explosion, accident, war, blockage, embargo, act of public enemy, civil disturbance, labor dispute (or threatened disputes), then EYOU, to the best of its ability, shall give notice to Client of such event of force majeure, and the performance by EYOU's responsibilities undertaken within this Agreement, or any additional and/or subsequent agreements that may be in force between EYOU and Client, shall be postponed for a period equal to the period of existence of the event of force majeure.

14. Cancellation Charges: In the event that Client pre-orders equipment for delivery in the future, EYOU, upon confirmation of such order, will reserve the Equipment for Client and assure Client of its delivery.

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14.1 In the event that Client cancels its order less than 24 hours prior to the shipping and/or installation of the Equipment, Client agrees to pay cancellation charges equal to 100% the rental rate.

14.2 In the event that Client cancels its order subsequent to the shipping and/or installation of the Equipment, Client agrees to pay a cancellation fee equal to 50% of the rental charge of the entire period the Equipment was ordered for.

15. **Delivery:** Client agrees to pay transportation charges for delivery and/or return of Equipment. Client further agrees to pay a handling charge in the amount of \$35.00 (Thirty Five Dollars) for all deliveries and/or shipping that are during the weekend, holidays and/or outside of normal business hours.

16. **Right of Entry:** Client, upon execution of this Agreement, and during all times that EYOU's Equipment is rented to Client, grants EYOU an irrevocable right of entry to Client's premises for the sole and limited purpose of EYOU's reclamation of its Equipment in the event that Client defaults under this Agreement. In the event of such default, EYOU shall post on Client's premises a notice of its intent to reclaim such Equipment providing Client a 24 hour notice of said entry. Client shall have the right to fully remedy such default within the same 24-hour period, and upon such full remedy, EYOU shall vacate its intention to reclaim said Equipment.

17. **Assignment:** This Agreement shall not be assigned by Client without the prior written consent of EYOU. Upon consensual assignment, this Agreement and the rights and obligations hereunder shall be binding upon the successors and assigns of Client.

18. **Exhibits and Attachments:** The forms attached hereto are fully incorporated herein; however, if there is a discrepancy between the terms of this Agreement and any terms that are in the Exhibits and Attachments, the terms of this Agreement shall govern.

19. **Governing Law:** This Agreement shall be governed by the law of the State of Victoria, applicable to contracts entered into and wholly performed in the State of Victoria.

20. **Partial Invalidity:**

20.1 Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the Agreement and any statute, law, ordinance, order, or regulation, the latter shall prevail, but in such event, any provision of this Agreement so affected shall be curtailed and limited to the extent necessary to bring it within the legal requirements.

20.2 In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable in a court of law or equality; (i) the parties agree to negotiate in good faith an acceptable alternative provision which reflects as closely as possible the intent of the enforceable provision; and (ii) the validity and legality of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and shall remain in full force and affect.

21. **No Waiver:** The failure of either party to insist upon the other party's performance of any obligations hereunder shall not be construed as a waiver of or the breach of any obligation of either party or of any subsequent breach of which obligation. The failure of either party to exercise any right or remedy which it may have hereunder or under the law shall not be construed as a waiver of any other right or remedy which the party may have hereunder or under the law.

22. **Cumulative Remedies:** Any right and remedy belonging to EYOU hereunder or under the law shall be deemed cumulative and not exclusive of one another and the exercise by EYOU of any such right or remedy shall not preclude EYOU from exercising or enforcing any other right or remedy it may have.

23. **Lawyer's Fees:** In the event that any party bring suit in connection with this Agreement, or any other agreement that may exist between the parties to this Agreement, for the recovery of any sum due under such agreement, or because of a breach of any provision hereof or for any other relief, then all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party therein shall be paid by the other party, and this provision shall be enforceable whether or not the action is prosecuted by Judgment.

24. **Arbitration:** All disputes arising from this Agreement, or from any other agreement that exists between the parties to this Agreement, shall be referred for binding arbitration to the Melbourne Commercial Arbitration and Mediation (MCAM) Centre in Melbourne, Victoria. In the event of litigation arising from this agreement, or from any other agreement between Client and Company, Client hereby agrees to litigate such disputes in Victoria.