

PartyZone Ltd

PO Box 34690, Birkenhead

Phone (09) 442 1442

A/Hours - 021 536 488 (After Hours assistance up to 11PM)

GST Reg. No: 79-014-141

A Hire Agreement made this day of2008 between Partyzone Ltd (called the Owner) and:-

Name:..... Phone Home:.....
 Organization/Address: Phone Business:.....
 Mobile No:
 E'mail:.....

(called the Client) who agree that the Owner supplies and the Client hires the Equipment listed below on the terms and conditions following :-

Delivery Address:		Delivery Date & Time.....		
.....		Pickup / Return Date & Time.....		By (PZ/Cust).....
.....		Special		
Inst:		
Equipment	Model	Retail Value	Hire Period	Rental Amount
Total Amount Payable for Rentals				\$

Checklist (for reference - not exhaustive) of accessories in addition to the above (also part of the Equipment)

Remote Control	Video Cables	Speaker Cable	
Power Cable – Jug Cord	Mini Jack i-pod Cable	Speaker Stand	
Extension Lead	RCA Audio Cable	Speaker	
Multi Point Adapter	2 Piece Adaptor	Mic Cable	
	Hum Eliminator	Microphone	
Plastic Container/Box	TV	Mic Hanger	

Received - Circle one - Cash – Cheque	Amount \$.....	PZ Initials.....
Security Bond:		
Credit Card Details – No.....Expires.....Name.....		
Rental and/or Sale Confirmed – please charge to the above card – Cardholder's signature.....		

I agree to the terms and conditions overleaf and:-

1. If signing on behalf of a business, club or other Organisation (subsequently all referred to as an Organisation,) I confirm I have authority to sign on behalf of such Organisation.
2. The Equipment has been delivered / passed to me in working order and I have been sufficiently instructed in its operation and installation (if required). The Equipment is in my care until collected by or returned to the Owner.
3. I agree to the above approximate pick up / return times. If the equipment is returned late or no access is given for collection at the appointed times, I authorize Partyzone Ltd to process the Bond held against this Contract and I hereby agree to pay the additional hire and other charges incurred until the equipment is collected or returned.
4. I agree to return equipment in a clean, undamaged condition and agree to pay for any related cleaning or repairs.
5. I have received Instructions for Use of Helium Cylinder, Regulator and Filling Balloons (If such equipment is included in

the Agreement)

6. I authorize charging of overdue amounts as per clause 17 of the conditions overleaf.

7. PartyZone wishes to send promotional e-mails to its customers. By circling "yes", I agree to receive such e-mails. **YES.**

I have read, understood and agree to the terms above and over.

Name.....Physical

Address.....

E'mail Address.....Phone.....

Signature.....

Terms and Conditions of Hire

1. **If the signatory to this Agreement is not the Client** named in this Agreement, then the Signatory accepts the Clients responsibilities and is deemed to be the Client.
2. **If signing on behalf of an Organisation**, by signing this agreement, the Signatory confirms it has authorisation to sign on behalf of that Organization and that Organisation accepts the Client's responsibilities.
3. **The Client shall use the Equipment in a reasonable manner** only for the purpose for which it is intended and shall comply with instructions provided by PartyZone Ltd.
4. **The Client shall immediately cease using and prevent others from using Helium Cylinders, Regulators and electrical equipment** in the event there is or appears to be any malfunction that could be a safety risk and take all reasonable precautions to avoid injury or damage. Owner accepts no responsibility for injury caused by Client's failure to adhere to this requirement and normal safety requirements
5. **The Client shall ensure the normal requirements for electrical safety are followed.** In particular if the equipment is used outside. Owner accepts no responsibility for injury caused by Client's failure to adhere to normal safety requirements.
6. **The Client shall adhere to the Noise Control Regulations.**
7. **The Client accepts the equipment into its care** and accepts responsibility for any loss or damage to such equipment how so ever caused until returned to or collected by the Owner. The Equipment remains the sole property of the Owner.
8. **Owner recommends that (a) the Equipment is not left unattended.**, (b) if hiring overnight, special care is advised (If the Client is concerned about security, then a pick up after the party should be requested – a surcharge applies and is subject to the availability of our staff), (c) insurance cover be obtained by the Client on Equipment that will be in the Client's care for more than one day.
9. **Moving Equipment can cause damage.** The Client shall not move or allow Equipment to be moved without following Owner's instructions to avoid damage, (In particular, venue management / cleaning staff). Moving equipment that is powered on and lights that are hot can cause damage.
10. **The Client shall not, nor allow others to (a) service, repair, or in any way tamper** with the Equipment or do anything to the Equipment that could result in loss or expense to the Owner, **nor (b) copy or move electronic music files to or from the Owner's Equipment.**
11. **The Client shall immediately notify the Owner of Equipment loss, confiscation, failure or damage** using the above after hour's number. If the phone is not answered, the Client shall leave an appropriate message including a contact number. If such notification is received before 11PM, the Owner shall, wherever reasonably practical, replace or repair failed equipment as quickly as possible or assist the Client by telephone to rectify or overcome such failure. In the absence of such notification, the Owner shall not accept any responsibility and no refund shall be considered. In case of Equipment failure (which excludes loss, confiscation, damage, misuse or failure to follow operating instructions), a reasonable refund may be arranged at the Owner's discretion.
12. **The Owner accepts no responsibility for other equipment** used in conjunction with or connected to Owner's Equipment.
13. **All hireage, delivery & set up fees are payable** on or before delivery except as agreed otherwise in writing.
14. **If equipment is returned late or access to the Equipment is not available** to the Owner at the agreed pick up time or other mutually agreed time, the Client shall pay on demand additional pickup fees and the additional hireage fees at the Clients normal list / advertised rates.
15. **The Client shall on demand reimburse Owner for loss, confiscation or damage** to the Equipment while it is in the Client's care (fair wear and tear excepted). Reimbursement shall include the costs of Equipment recovery, lost rental and repair or replacement. Repair costs shall not exceed the Retail Value unless the Equipment cannot be replaced promptly.
16. **The Client shall pay on demand interest** at the rate of 20% per calendar month or part thereof on any overdue amounts.
17. **The Client hereby authorizes the Owner to charge any overdue amount** under this agreement to the credit card noted over and/or the credit card used for any payment due under this agreement. The Client remains responsible for all such amounts until paid in full.
18. **Overdue payments may be referred to legal advisors and or debt collection agencies** of the Owners choice and such overdue payments may be pursued by Owner, its advisors and/or agencies and through the courts. The Client shall pay on demand all resulting debt collection, court and associated costs reasonably incurred by the Owner in addition to overdue interest as above. The Client hereby authorises Owner to pass

all available relevant information to such debt collection agencies, advisors and courts to use in the normal course of debt collection.

19. **The Client hereby authorizes the Owner to use the Client's details for promoting its own business** to the Client. The Owner shall promptly cease such promotion if so requested by the Client in writing.
20. **Owner shall not divulge Client's confidential information** to others or use such information without the Client's permission except as provided above or required by law.
21. **This agreement is governed** by the laws of New Zealand