

RENTAL AGREEMENT

BETWEEN:

NEON REPUBLIC ACN 618 480 201
OF 6/9 ROTHCOTE COURT, BURLEIGH QLD 4288
AND ANY ASSOCIATED ENTITITES

AND

Full Name of Person/ Company

Full Street and Postal Address

Telephone Number
Number

Fax

Email address

Recitals

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TERMS AND CONDITIONS

1. Interpretation

In this agreement:

'Invoice' means the Invoice attached outlining the particulars of the transaction between the Owner and Renter;

'Owner' means Neon Republic ACN 618 480 201 and any associated entities, substitutes, successors and permitted assigns and its licencees, franchisees and/or agents;

'Renter' means any person who accepts this agreement personally or by an agent;

'Goods' means the goods described in the Invoice and any replacement for those goods, including any parts and accessories;

'Rental period' means the period beginning on the date set out in the Invoice as the Commencement Date and ending on the date set out on the Invoice as the expiry date on which the Goods are redelivered by the Renter or anyone else to the Owner or, if the Goods are stolen or damaged beyond repair, the date on which the insurance company confirms that it will accept that the Goods have been stolen or damaged beyond repair;

'GST' has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

2. Rental of Goods

The Owner agrees to Rent the Goods to the Renter for the rental period and the Renter agrees to take the Goods on hire for that period and to pay the rental charge set out in the Invoice for the Goods for that rental period, together with any applicable GST, on the terms and conditions set out in this agreement. The Renter is entitled to use the Goods for the rental period and for any agreed extension of the rental period. The Renter agrees to return the Goods to the address specified on the Invoice at the end of the rental period.

3. Payment for rental

The Renter agrees to pay to the Owner the amount of the rental charge set out in the Invoice for the Goods for the rental period, together with any applicable GST.

The Renter also agrees to pay the Bond amount specified in the Invoice which will be returned to the Renter seven (7) business days from the redelivery of the Goods in the same condition as they were received. The Renter agrees to forfeit all or a portion of the Bond deposited if Goods are not redelivered in the same condition as they were received, or redelivered on a date post the rental period agreed upon, or the Renter breaches any of its obligations under clause 5.

The Renter authorises the Owner to complete any documents necessary or desirable to enable the Renter to make any payments through any credit card system.

The Renter acknowledges that Goods are not reserved until the Bond or any required Deposit is paid.

4. Renter's warranties

The Renter warrants that:

- (a) the particulars of the Invoice are correct in every respect and are not misleading in anyway including, without limitation, by omission;
- (b) the Renter will not breach any copyright or other restriction in relation to or in connection with the Goods;
- (c) the Renter understands that Neon Republic reserves the right to utilise photographs of the Goods or any event at which the Goods were used for marketing purposes, unless otherwise agreed upon with the Renter;

- (d) in selecting the Goods the Renter has not relied on the Owner's skill and judgment or on any representations made by or on behalf of the Owner and agrees that the Goods comply with their description, are in merchantable condition and are fit for the Renter's purpose.

5. Renter's obligations

The Renter will:

- (a) keep the Goods in first class condition and only use them as they would be used by a careful and prudent Owner;
- (b) use the Goods indoors only;
- (c) not use the Goods for any illegal or inappropriate purpose;
- (d) report any damage to, or loss of, the Goods to the Owner immediately such damage or loss occurs;
- (e) be liable for any breach of this agreement committed by the lessee's servants or agents;
- (f) indemnify the Owner for any loss (including legal costs) incurred by the lessor in relation to any breach of this agreement and for any liability arising out of any such breach.

6. Delivery

The Renter is liable for the timely pickup and delivery of Goods to and from Neon Republic, and shall arrange for and pay all shipping charges, insurance, taxes or associated costs. The Renter agrees to take care and diligence in arranging appropriate pickup and delivery and will be responsible for any loss or damage that occurred as a result of a delivery agent.

7. Insurance

The Renter is responsible for obtaining and maintaining insurance for the Goods for the duration of the Rental Period. The Renter will be personally liable for any damage or loss if Goods are not insured.

8. Repossession

The Owner may retake possession of the Goods if the Renter breaches any provision of this agreement.

9. Title to Goods

The Renter acknowledges that the Owner retains title to the Goods and that the Renter has rights to possess the Goods as a mere bailee only. The Renter does not have any right to pledge the Owner's credit in connection with the Goods and agrees not to do so. The Renter agrees not to lodge any security interests under the Personal Property Security Register over the Goods, or agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession session of or otherwise deal with the Goods. The Renter also agrees not to conceal or alter the Goods or make any addition or alteration to, or repair of, the Goods.

10. No waiver

Time is of the essence of this agreement, except that no delay by the Owner in exercising any right or power will operate as a waiver of that right or power. Nor will any single or partial exercise of any right or power preclude any other or further exercise of that right or power.

11. Governing law

This agreement will be governed by the law of the State of Queensland. The agreement will be deemed to be accepted by the Renter on payment of any deposit, Bond, or Invoice payment.