

# Service Agreement – Soil Aerator

## Conditions of Hire

In these conditions:

'CHRL' means Coffs Harbour Regional Landcare Inc.

'You' means the person named below as the person borrowing the Plant

'Plant' means the soil aerator

1. You will be charged a maintenance levy of \$75 for the Plant for the total time the Plant is out of the possession of CHRL from the time it is transferred into your possession or that of your agent until the time it is returned to CHRL's premises.
2. The maximum loan period is 7 days.
3. The maintenance levy applies for each 7 day period.
4. It will be your responsibility to:
  - a. Pay all charges to CHRL prior to using the Plant;
  - b. Undertake appropriate training in the use of the Plant;
  - c. Maintain the plant in reasonable condition;
  - d. Clean the Plant thoroughly before returning to CHRL or pay CHRL's fee for cleaning of the Plant;
  - e. Accept full responsibility for the security of the Plant during the time the Plant is in your possession and indemnify CHRL for any loss, theft or damage to the Plant howsoever caused whether or not such loss, theft or damage is attributable or not to your own negligence, failure or omission;
  - f. Accept full responsibility for and indemnify CHRL against all claims in respect of any injury to persons, or loss or damage to property arising out of the delivery, servicing, storage, possession or use of the Plant during the hire period however arising, whether arising from your negligence or that of your employees or agents and without limiting the foregoing whether or not the Plant was being operated by your employee or agent;
  - g. Not to claim any lien over the Plant, reloan the Plant, sell, transfer, mortgage, charge or otherwise encumber the Plant, nor without CHRL's prior written permission, part with possession of the Plant;
  - h. Not to alter, make any additions to, deface or erase any identifying mark, plate or number on or in the Plant or interfere with the Plant in any other way.
5. CHRL may terminate this agreement:
  - a. At any time by giving you 24 hours notice of such intention to terminate;
  - b. Without notice if you commit a breach of any of these terms and conditions or if a winding up petition is presented against you or if you go into voluntary liquidation or commit an act of bankruptcy or a receiver is appointed or if you cease to carry on business.
6. CHRL will be entitled to take possession of the Plant immediately on termination of this agreement and you grant CHRL a licence to enter any of your premises on which the Plant is kept for the purposes of repossessing the Plant. You hereby indemnify CHRL in respect of any claims, damages or expenses arising out of any reasonable actions taken by CHRL in order to take possession of the Plant.
7. The parties agree that in the event that you suffer any loss or damage howsoever arising as a result of any delay or inconvenience caused by the breakdown, failure or any defect in the Plant, CHRL's liability will be limited, at our discretion, to the repair of the Plant and is not to include any economic or consequential damages of any nature whatsoever.
8. Payment in full for all charges arising out of this contract is payable within 30 days from the date of invoice.
9. CHRL reserves the right to revise its charges without notice.



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Legal title of party entering into this agreement ('You') (eg. company, partnership, individual):

Signed on behalf of Coffs Harbour Regional Landcare Inc. by:

**Name:**

**Name:**

.....

.....

**Signature:**

**Signature:**

.....

.....

**Date:**

.....

**Address (Property at which aerator will be used):**

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**Contact Phone No:**

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**For the Period (dates of usage agreed):**

**From:**..... **to:**.....

*Office Use:*  
*Payment method:* .....  
*Date:* .....  
*Rec #:* .....

**Payment methods:**  
**By cheque** posted to: Coffs Harbour Regional Landcare, PO Box 1730, Coffs Harbour 2450,  
**By cheque or cash** to our office 1/27 Park Ave, Coffs Harbour  
**By Bank transfer:**  
Bank: Bananacoast Community Credit Union Ltd  
BSB: 533 000  
Account No: 48478 (if you are a BCU customer, add S11 after acct no.)  
Account Name: Coffs Harbour Regional Landcare Inc.  
Reference: your name + aerator

### Aerator Check List

The Agrivator AV200 aerator weighs approximately 600kg and requires a tractor of at least 50HP to safely unload and pull the implement. Prior to using the aerator:

- **Grease the four grease nipples located at the bearings at either end of the tyne shaft. A grease gun and grease are located in the toolbox at the front of the trailer.**
- **Check the aerator for any signs of damage or excessive wear.**

### Removing the aerator from the trailer

The aerator can be removed from the trailer with either a block and tackle suitable for lifting a weight greater than 700kg or a front-end loader and suitably sized tractor.

- **Loosen off all tie-down straps.**
- **Attach the two lifting straps from the lower two three point linkage points through to the shackle at the rear of the aerator (see below).**



- **Place the aerator on the ground before attaching to the tractor.**

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### Loading the aerator onto the trailer

The aerator should be loaded onto the trailer with either a block and tackle suitable for lifting a weight greater than 700kg or a front-end loader and suitably sized tractor.

- **Place the aerator legs onto the four rubber pads located on the back of the trailer**
- **Connect all four tie-down straps and then gradual tighten gradually until the aerator is firmly tied down.**
- **Remove the two lifting straps and place them in the tool box at the front of the trailer.**