CMT Group NZ Ltd Machinery Hire Agreement

1. Parties Involved:

This Machinery Hire Agreement is entered into by and between:

**CMT Group Ltd** and **Name of the hirer**

PO#...........................................................................................................................................................

Contact name: …………………………………………………………………………………………………………………………………..

Invoice Address: ………………………………………………………………………………………………………………………………………………………….……………………………………………………………………………………………………………………………………………………………….

2. Machinery Description:

The CMT Group Ltd agrees to rent the following machinery (the "Equipment") to the Hirer:

Equipment name and CMT Number…………………………………………………………………………………………………….

Registration number……………………………………………………………………………………………………………………………

Is the vehicle fully fuelled? YES/NO

Hours/KM’s…………………………………………………………………………………………………………………………………………

List any damage observed on hire collection ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

3. Hire Period:

The hire period shall commence from **/ /** –  **/ /**  unless terminated earlier as per the terms of this Agreement and will be returned to point of hire.

4. Hire Charges:

The agreed price per hour/KM/Day is as specified below: ……………………………………………………………………………………………………………………………………………………………

The Hirer agrees to pay the CMT Group Ltd the agreed-upon hire charges, as specified in this document.

Payment is **due on …………………………………………………………………………………………………………**………………

and must be made by **[Payment Method] ……………………………………………………………………………………..**

Payment in **advance** or on **return** (circle one). Invoice will be issued immediately.

Checklist (tick when complete)

* Family approved.
* Copy of document sent to ADMIN.
* Credit check complete.
* Invoice created and sent to customer.

5. Security Deposit:

The Hirer shall provide a security deposit of **30% of the total hire cost** to be paid on or before the commencement of the hire period. The deposit will be refunded in the case of termination of this Agreement, subject to deductions for any damages or outstanding payments.

6. Delivery and Return:

CMT Group will arrange the collection or delivery of the hired equipment with the hirer. The Hirer is responsible for the safe return of the Equipment to a CMT Group-approved location on or before the termination of the hire period, in the same condition as received, excluding normal wear and tear. All consumables are at the hirer’s cost i.e. blades, saws, fuel etc.

7. Responsibilities of the Hirer:

The Hirer is responsible for the proper use and maintenance of the Equipment.

The Equipment must only be operated by qualified and authorized personnel.

The Hirer shall not sublet or rehire the Equipment without the written consent of CMT Group Ltd.

Any damage or loss of the Equipment must be reported to CMT Group immediately.

8. Maintenance and Repairs:

CMT Group Ltd is responsible for routine maintenance of the Equipment. The Hirer must notify CMT Group promptly of any issues or required repairs. The cost of repairs due to misuse or negligence by the Hirer shall be borne by the Hirer.

9. Insurance:

The Hirer is required to maintain adequate insurance coverage for the Equipment during the hire period, including coverage for loss, theft, and damage. CMT Group must be named as an additional insured party.

10. Termination:

Either party may terminate this Agreement with written notice in the event of a material breach by the other party. CMT Group Ltd may terminate immediately if the Hirer fails to make payment or if the Equipment is being used improperly.

11. Governing Law:

This Agreement shall be governed by and construed in accordance with New Zealand law.

12. Miscellaneous:

Any modifications to this Agreement must be in writing and signed by both Parties.

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Machinery Hire Agreement as of the Effective Date.

**CMT Group Ltd** (Owner)

Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Hirer company and name** (Hirer)

Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**