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SUPPLIERS OF SADDLERY FEEDS AND HORSE ACCESSORIES

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**HORSE TRAILER RENTAL**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Trip from: \_\_\_\_\_ To: \_\_\_\_\_

Trailer Reg No: Caw 48723 (full details on reverse)

ID No \_\_\_\_\_ Driver's licence No: \_\_\_\_\_

Towing Vehicle: \_\_\_\_\_ Vehicle registration No: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Collection: \_\_\_\_\_ Time: \_\_\_\_\_

Date of Return: \_\_\_\_\_ Time: \_\_\_\_\_

Deposit: \_\_\_\_\_ (See conditions on reverse)

Basic Price: \_\_\_\_\_

Extra days: \_\_\_\_\_

Total: \_\_\_\_\_ VAT incl

Trailer deposit R750

- Trailer not clean R100
- Spanner not returned R150
- Jockey wheel bracket stripped R300
- Tyre punctured R300
- Jockey wheel broken R750

## HIRE AGREEMENT

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

TACK & TUCK CC (hereinafter referred to as the Lessor)

And

Name: \_\_\_\_\_ (hereinafter referred to as the Lessee)

Residential Address: \_\_\_\_\_

(Chosen as domicillium et executandi for legal actions)

WHEREAS the Lessee is desirous of hiring this trailer from the Lessor, together with:

Spare Wheel\_\_\_ Electrical Plug\_\_\_ Wheel Spanner\_\_\_ Head Partition:\_\_\_

(hereafter referred to as the accessories)

for the period hereinafter mentioned, and for the sole purpose of using same on a trip from \_\_\_\_\_, for the transport of

\_\_\_\_\_

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Whilst the Lessee acknowledges that a day, for the purpose hereof shall extend from \_\_\_\_\_ to \_\_\_\_\_, for the period of hire shall be for \_\_\_\_\_ days, commencing at \_\_\_\_\_ on the \_\_\_\_\_ and terminating at \_\_\_\_\_ on the \_\_\_\_\_ (hereinafter referred to as the PERIOD) Should the Lessee fail to return the trailer and accessories to the Lessor prior to the elapse of the period, the Lessee shall be liable for payment, to the Lessor, of agreed damages/additional rental, to be levied in the discretion of the Lessor, of R \_\_\_\_\_ per day\hour, thereafter for the total period from expiry to day of return thereof to the Lessor, both days inclusive. Where the original deadline agreed upon is exceeded with more than 7 hours, the extended period up to return, shall be counted in days, for a further minimum of one day. Extension of the initially agreed period, must be pre-established with the Lessor PRIOR to termination of the initial period.
2. The rental payable by the Lessee for the hire period shall be the total amount specified on the reverse side hereof, in the respect of rental and deposit.
3. The Lessee hereby acknowledges having properly, thoroughly inspected the trailer and accessories and having found and received same roadworthy and in good order and repair. The Lessee shall be obliged to return the same in the same state, reasonable wear and tear excluded.
4. Should the trailer and/or accessories be damaged in anyway whatsoever upon return thereof to the Lessor, the Lessee shall be liable for repair thereof to the satisfaction of the Lessor. Should the Lessor, as it may be entitled, though not obliged, to do, claim from its Insurance Company for the repair of such damages, the Lessee undertakes, and shall be obliged to pay to the Lessor, upon demand, the Lessor's excess payment under such policy, presently being 10% of each claim with a minimum of R2000-00 per claim. In the event of theft thereof, the Lessor shall be liable to repay/compensate the Lessor, upon its demand, for the loss thereof, in an amount equal to the then reasonable replacement value thereof.
5. The Lessee undertakes and accepts that the trailer and accessories:
  - a) may and shall only be used for the purpose and to the carrying capacity thereof, as it may be intended/fit for its competency certificate, and that the trailer shall only be towed with a suitable vehicle by law
  - b) Shall at all times be used/kept according to Law and in compliance with all road-traffic regulations and not to be done therewith, anything that may cause any liability, whatsoever, to the Lessor as owner thereof and/or endanger/put at risk its ownership therein and/or expose same to any form of right of retention or lien thereto by any third party.
  - c) Shall be used by the lessee at his own risk whilst the Lessee hereby indemnifies and safeguard the Lessor against any loss or liability that may occur or arise from the Lessee's use thereof resulting in damage to person or property or any other whatsoever
  - d) Shall at his own cost, upon the termination of the hire period, return same to the Lessor at its place of business in George, failing which the Lessor shall be entitled, though not obliged to, recover same from wherever it may be found at the cost and risk of the Lessee, which costs the Lessee shall be liable to refund to the Lessor immediately upon demand
  - e) May at any reasonable time, be inspected by the Lessor and/or its authorized agent, in order to ensure that the Lessee, at all times, duly and properly complies with all the term thereof, failing which, in the absolute discretion of the Lessor, it shall be entitled to do whatsoever it may deem necessary for the protection/safeguarding/repossession of the trailer and accessories and/or its ownership therein and/or the cancellation of this agreement forthwith

6. The Lessee hereby consents to the jurisdiction of the Magistrates Court in a legal action. Action that may arise here from and hereby chooses as his domicillium citandi et executandi for such legal actions, the address mentioned in the preamble hereto, and also hereby accepts to be liable for payment of all legal charges on Attorney and Own Client scale in any legal action that the Lessor may institute arising from the agreement/the Lessee's breach of any conditions hereof/the Lessor's termination hereof and/or it's enforcement of and term hereof.
7. The total rental and deposit (if any are being levied) shall be payable, in advance, in cash, upon date of and prior to the Lessee taking delivery of the trailer accessories unless otherwise agreed in writing.

**TRAILER CHECKLIST:**

	OUT	IN
Middle head partition	_____	_____
Spare wheel	_____	_____
Jockey wheel	_____	_____
Electrical plug	_____	_____
Trailer clean	_____	_____
Lights	_____	_____
Number plate	_____	_____
Wheel spanner	_____	_____
Middle partition	_____	_____

PLEASE NOTE THAT THE LESSEE SHALL BE HELD RESPONSIBLE FOR ANY LOSS AND DAMAGES TO THE ABOVE MENTIONED ITEMS

CONDITIONS:

- I have checked the items on this list and confirm that they are in order.
- I acknowledge that it is my responsibility to tow this trailer with the correct vehicle
- I acknowledge that I am responsible for all damages to tyres and/or wheel rims
- I acknowledge that I am responsible for any traffic related fines incurred to TACK and TUCK while I am in possession of abovementioned trailer.

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor

**ALL TRAILERS ARE HIRED AT LESSEE'S OWN RISK**

**TACK AND TUCK SHALL NOT BE BE HELD LIABLE FOR ANY DAMAGE TO HORSES OR PERSONS RENTING THIS BOX**

