

## Quik Spray unit loan agreement form

Contact Council if you have any specific enquiries regarding how to complete this form. Type or print clearly and select boxes where applicable. Enter "n/a" if the question does not apply.

### Section 1 - User details

Details of the user (responsible person) to which the Quik Spray unit will be issued

Title:  Mr  Mrs  Ms  Miss  Company

First name:  Last name:

Residential address:

Locality:  State:  Postcode:

Best phone number:  Mobile:

Email:

Drivers licence No:  Motor vehicle registration No:

Preferred method of correspondence:  Mail  Email

Does applicant's property have a Property Pest Management Plan:  Yes  No

### Section 2 - Location of property where the unit will be used

(if different to residential address above)

Property address:

Locality:  State:  Postcode:

### Section 3 - Hire details

Requested loan period if available (days):

Requested dates from:  to

### Section 4 - Terms and conditions

The Quik Spray unit will be loaned to the user subject to the following terms and conditions.

1. For the purposes of the Terms and Conditions 'the user' is defined as the signatory to this agreement as identified in Section 1 and 'the unit' refers to the Quik Spray unit loaned pursuant to this agreement.
2. The minimum loan period is two days, one day being a 24 hour period. The maximum loan period is ten days including weekends.
3. All equipment supplied pursuant to this agreement remains the property of Cook Shire Council. A bond of \$250 is payable to Cook Shire Council prior to commencement of the loan period and will be held until the unit is returned in a satisfactory condition. Any costs incurred to repair damage resulting from neglect, re-fuelling or cleaning the unit, will be deducted from the deposit.
4. The spray unit is only to be used to apply Australian Pesticides and Veterinary Medicines Authority (APVMA) registered herbicides in accordance with product labels. Misuse of the unit to apply any chemicals other than those prescribed above will result in forfeiture of the bond in its entirety.
5. The user agrees to supply and utilise all personal protective equipment described on the product label, such as gloves, appropriate clothing, goggles and respirators, when mixing and applying herbicides.
6. The user agrees to undertake pre-start checks on the unit and complete the 'Herbicide Usage' and daily check list form for Council records.
7. The user agrees to return the unit's spray tank empty and clean by passing a minimum of 20 litres of clean water through the pump and spray line/nozzle prior to return. Every effort should be made to rinse, using a hose, the inside and the outside of the spray tank. The user agrees that Cook Shire Council may retain all or part of the bond if the spray tank is not satisfactorily emptied and/or cleaned prior to return of the unit.
8. The user agrees to return the unit with a full fuel tank (unleaded) and understands that failure to do so will result in \$20 being deducted from the bond.
9. The user agrees that the spray unit will only be used at the property address nominated in Section 2 above. The user is responsible for any spray drift in or out of property boundaries and any damage to persons or property, animal, crop, water supply etc. The applicant agrees to indemnify and keep indemnified the Cook Shire Council and its staff in respect to any

- claim, suit or demand arising out of the failure, transport, use or misuse of the loaned equipment.
10. Insurance of the spray unit listed in the above agreement is the responsibility of the user. In signing this document the user acknowledges that transporting the spray unit on a vehicle or trailer, whether full or empty, may exceed the vehicle or trailers gross vehicle mass (GVM) voiding any insurances held on these items. ***It is the user's responsibility to ensure the vehicle is suitable to legally transport the unit and comply with all relevant road and vehicle regulations.***
  11. While on loan the unit is to remain in possession and under the care of the user and within the boundaries of the property nominated in Section 2.
  12. If the unit is damaged (excluding normal wear and tear) and the cost to be recovered comes to a value greater than the bond paid, Cook Shire Council reserves the right to claim all repair and recovery costs from the user.
  13. If the unit fails to operate satisfactorily the user agrees to contact Council immediately. The user further agrees that no repairs will be carried out on the unit excepting those conducted by authorised Council personnel.
  14. The unit must be returned to the Cook Shire Council depot located at 31-33 Charlotte Street, Cooktown, at the pre-arranged time to enable the unit to be inspected and deposit refunded as soon as practicably possible. The bond will not be refunded until the unit has been inspected and deemed to be in good repair by Council personnel.
  15. By agreeing to these terms and conditions the user grants permission to Cook Shire personnel to enter the property nominated as the location where the unit will be used and remove the unit if it is not returned by close of business on the date indicated in Section 3.

## Lodgement

*Date, sign, and forward this application to Cook Shire Council. This application MUST be lodged with Council before a spray unit can be issued.*

I have read and agree to abide by the Terms and Conditions as cited above.

Signature:

Date:

### Office Use Only

Plant No:  Empty plant weight (kg):  Period of hire:  to   
 Bond:  Receipt number:  Date:   
 Received by:  Unit issued by: