



Spray Unit Loan Agreement

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.

APPLICANT

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

Title Mr Mrs Ms Other Company

Full Name

Residential Address

Locality/Suburb State Postcode

Best phone number

Email

Drivers licence No. Vehicle Registration

Preferred method of correspondence Phone Email

Does applicant property have a Property Pest Management Plan Yes No

LOCATION OF THE PROPERTY WHERE THE UNIT WILL BE USED

(If different to residential address above)

Residential address:

Locality/suburb: State Postcode

HIRE DETAILS

Requested dates from: to:

Targeted weed/s:

Requested chemical:

ACCOUNT PAYABLE DETAILS

(For new customers only)

Account name

Bank

Account no. BSB no.

Email address for EFT payments advice

Please attach a copy of document to the back of the form, confirming bank details - BSB and Account Number: (e.g. bank statement, screenshot of banking app etc)

TERMS AND CONDITIONS

The 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 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 use all personal protective equipment described on the product SDS, such as gloves, appropriate clothing, goggles and respirators, when mixing and applying herbicides.
6. Although the applicant receives the unit in satisfactory condition the user agrees to undertake pre-start checks on the unit each day to ensure the unit is in satisfactory condition.
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 20% (\$50) 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 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 by the user above.
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 prearranged time to enable the unit to be inspected. No refund of deposit will be issued until the unit has passed a satisfactory inspection.**
15. The bond of \$250.00 is to be paid in cash with documentary evidence confirming your Account Name, BSB and Account Number. The cash provided will be held in a trust account until the spray unit has been returned in an acceptable condition. **Please note** that the bond will appear in your account within 7 days from the date of return.
16. 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 the section titled "Hire Details" above.

LODGEMENT

Sign, date, and forward this application with bond payment to Cook Shire Council. This application must be lodged with Council prior to a spray unit being issued.

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

Applicant's Signature Date

Cook Shire Council
10 Furneaux Street
PO Box 3
COOKTOWN QLD 4895
Phone: 07 4082 0500
Email: mail@cook.qld.gov.au
Website: www.cook.qld.gov.au

OFFICE USE ONLY

Plant no. Empty plant weight (kg) Unit issued by

Period of hire from to

Bond Receipt no. Date

Bond received by Trust ID Trust category

Condition of unit: Satisfactory Damaged Refuelled Date

Damaged: (If not refuelled, see Section 5 - #8 under terms and conditions for the correct deduction)

Deductions from Issued by

Authorised by to refund bond.

Bond of Returned to

Returned by Signature Date