

ARKEE CREATIVE
ABN 31 501 076 672
ACN 096 525 923

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VIC 3066
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REF-XXXX

THIS RENTAL AGREEMENT dated INSERT DATE

BETWEEN

Arkee Creative Pty Ltd (ACN 096 525 923)
of 126 Rupert Street, Collingwood VIC 3066 Australia

("Company")

And

COMPANY NAME (ACN xxx xxx xxx)
of INSERT ADDRESS

("Client")

1. OPERATIVE PART

- 1.1. The Company is the owner of the Chattels itemised in item 1 in schedule 1 hereto and, in consideration of the Client agreeing to pay the Payment Amount to the Company, has agreed to give possession of them to the Client who has agreed to receive them in accordance with the Installation Proposal annexed at Schedule 2 and on the terms and conditions set out in this Agreement ("the Agreement").
- 1.2. The Company gives and the Client takes possession of the Chattels described in item 1 in schedule 1 for the purpose described in item 2 in schedule 1 for the Term set out in item 4 in schedule 1.
- 1.3. The Client may renew this Agreement for a further Term(s) by providing notice to the Company not less than fourteen (14 days) before the expiry of the Term.

2. CLIENT WARRANTIES

- 2.1. The Client will only use the Chattels for the purpose described in item 2 in schedule 1 and for no other purpose.

- 2.2. The Client has inspected the Chattels and is satisfied as to their state of repair and operational condition.
- 2.3. The Client will maintain and keep the Chattels in their present state of repair and operational condition, subject to fair wear and tear.
- 2.4. The Client will pay to Company the Payment Amount at the times and in the manner set out in item 3 in schedule 1.

3. DISPATCH

- 3.1. The Chattels will not be dispatched for delivery and installation until all of the following is received:
 - (a) Signed Agreement;
 - (b) Initial Payment Amount (namely the Six (6) weeks rental which includes the delivery/pick-up fees).

4. PAYMENT

- 4.1. The Client is required to pay the Payment Amount in advance to the Company as set out in item 3 (i) in Schedule 1 and thereafter in advance, until the end of the Term unless the Agreement is terminated in accordance with this Agreement. The Initial Payment Amount is to be received forty-eight (48) hours prior to the date of delivery of the Chattels.
- 4.2. The Client and the Company agree that in the event that the Client retains possession of the Chattels beyond the Term that, the Client will be charged the rate specified by the Company as set out in Item 3 (iii) in Schedule 1 payable in advance as set out in item 3 (iii) in Schedule 1 whether or not the Client retains the Chattels for the full duration of that week.
- 4.3. If any amount is due and unpaid by the due date for payment, the Client agrees to pay interest on the overdue amount at the rate of 9.95% per annum, calculated daily, until payment in full is received and/or the Chattels have been returned to the Company.
- 4.4. The Client is liable for the additional costs the Company may incur, including legal and collection costs to recover unpaid amounts.

5. CHATTELS

- 5.1. The Chattels supplied by Company are for display purposes only and must not be used by the Client or any third-party for any other purpose. Any soiling or damage

resulting from such use will incur a fee payable to the Company for cleaning, repairing or replacing by the Company in its reasonable discretion.

- 5.2. The Client must maintain and protect the Chattels and notify the Company immediately of any damage.
- 5.3. A clean, safe and secure environment includes an environment that is secured and not accessible without express or implied permission by unsupervised general public.
- 5.4. The Client shall not move the Chattels from the Premises without the written permission of the Company.
- 5.5. If the Client chooses to re-locate Chattels to alternate Premises, which it may only do with the express permission of the Company ; relocation of Chattels will only be carried out by the Company and the Client will be charged a change over fee depending on the size and extent of the relocation.
- 5.6. Where the Client requires the Chattels to be moved to alternate premises, either within the same development or to a new location owned or managed by the Client, the terms and conditions stated herein remain binding for the alternate premises as if the alternate premises was the Premises.

6. Delivery, Installation and Collection of Chattels

- 6.1. The Client is responsible for arranging access to the Premises for the delivery and/or pick up of the Chattels.
- 6.2. Cancellations of delivery times within twenty four (24) hours prior to the arranged delivery time will incur a cancellation fee of \$150.00 plus GST.
- 6.3. The Client is required to give the Company five (5) days' notice prior to the date requested to collect the Chattels. The Client shall continue to pay the Company rental until the Chattels have been collected by the Company.
- 6.4. The Company reserves the right to nominate the day of delivery and collection of the Chattels, which will be performed at a mutually agreed time. The Company shall use reasonable endeavours to deliver and collect at the agreed time.
- 6.5. The Client is required to provide adequate site conditions to the Company's satisfaction prior to the Chattels being delivered. Chattels cannot be delivered if such reasonable conditions are not provided.
- 6.6. The Client is required to advise the Company in writing within seven (7) days of delivery or removal of Chattels, if it is believed that any damage to the Premises

itself has been sustained due to the delivery or removal (as the case may be) of the Chattels. No liability will be accepted if not notified in writing within this seven (7) days period.

- 6.7. If any Chattels are ultimately purchased by the Client from the Company, all fees remain payable until full payment of the purchase price is received by the Company.
- 6.8. The Company is authorised by the Client to install picture hooks for hanging artwork or other items at the premises. The Company is not responsible for removal of these or repair to walls where they have been placed.

7. Termination

- 7.1. The Agreement is for the Term set out in Item 4 in Schedule 1. If the Client desires to terminate the Agreement before the expiry of the Term, the balance of the payment amount becomes due and payable. The Client will be required to provide 4 weeks' notice in writing to the Company.
- 7.2. After the initial term, the Client may extend the term, or alternatively conclude the Agreement providing the Company a minimum of five (5) days' notice before the end of the Term that the Client does not intend to renew the Agreement.
- 7.3. If any payment under this Agreement is due and unpaid or if the Client is in breach of any of the terms of this Agreement and remains in breach within 14 days of receiving a notice seeking rectification of the breach the Company may elect to terminate the Agreement and require delivery up and/or take physical possession of the Chattels.
- 7.4. The Company may terminate this Agreement, and require that the Chattels are delivered up to the Company at any time after the happening of any of the following events:
 - (a) Default being made by the Client in the due or punctual payment to the Lender of any moneys which comprise part of the moneys owing;
 - (b) The failure of the Client to rectify a default in the due or punctual observance or performance of any other obligations on the part of the Client under this Facility Agreement within seven days of being requested to do so by the Lender; or
 - (c) the Client breaches a material obligation under this Agreement and:
 - (i) does not remedy that breach within 14 days after receiving a notice of that breach from the Company requesting the breach to be remedied; or

- (ii) the breach is incapable of being remedied; or
- (d) the Client has:
 - (i) a receiver appointed over its assets or undertaking or any part of them;
 - (ii) ceased to pay its debts or suspended payment generally or would cease or threaten to cease to carry on its business or become insolvent or become or be unable to pay its debts as and when they become due;
 - (iii) an administrator, trustee, voluntary administrator, liquidator or provisional liquidator appointed for all or any part of its assets or undertaking; or
 - (iv) enter into an arrangement, composition or compromise with or assignment for the benefit of the Client's creditors generally or any class of creditors or proceedings are commenced to sanction such an arrangement, composition or compromise other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation.

8. General

- 8.1. The Client shall make no claim against the Company for damage in respect of property or personal injury that may be sustained as a result of any misuse of the Chattels. The Client indemnifies, and shall keep indemnified, the Company against all claims, actions, demands or law suits directly or indirectly arising out of or connected with the misuse of the Chattels.
- 8.2. The Client agrees to indemnify the Company and be responsible for all costs, charges and other liabilities directly or indirectly incurred by the Company as a result of a breach by the Client of this Contract or as a result of the enforcement of any of terms of this Contract or arising out of or in any way connected with the use of the Chattels, except to the extent where the company is negligible.
- 8.3. A communication required by this deed, by a party to another, must be in writing and may be given to them by being:
- (a) Delivered personally; or
 - (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
 - (c) Sent by email to their address, when it will be treated as received on that day;
or

(d) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending.

8.4. This Agreement (and the documents referred to therein) embodies the entire Agreement between the parties and supersedes any prior Agreement or understanding between the parties. There are no Sale of Business Contracts, representations or warranties oral or written between the parties hereto other than those set forth or provided for in this Sale of Business Contract. This Agreement may not be modified or changed in whole or in part except by a supplemental Agreement signed by each of the parties.

8.5. The indemnities and warranties contained in this Agreement shall survive termination for the benefit of the parties respectively entitled thereto.

8.6. The parties hereto agree that each shall execute and deliver to the other any and all documents and do all carry out such acts and things as may be reasonably required or requested to effect the transactions contemplated by this Agreement.

9. WAIVER

9.1. No variation, modification or waiver of any provision of this Agreement nor consent to any departure by any party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the parties, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

9.2. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or rights conferred upon such party in terms of the Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or future exercise thereof, or the exercise of any other power or right under this Sale of Business Contract.

10. SEVERANCE

If any provision of this Agreement shall be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

SIGNED AS AN AGREEMENT

EXECUTED by)
Arkee Creative Pty Ltd)
(ACN 096 525 923) in)
accordance with Section 127 of)
the Corporations Act 2001 by)

.....
Signature of Witness

.....
Signature of Authorised Representative

EXECUTED by)
COMPANY Pty Ltd)
(ACN xxx xxx xxx) in)
accordance with Section 127 of)
the Corporations Act 2001 by)

.....
Signature of Witness

.....
Signature of Authorised Representative

Schedule 1

REF-XXXX

Item 1-The chattels

1 bed apartment package \$X,000.00

2 bed apartment package \$X,000.00

3 bed apartment package \$X,000.00 etc.

Item 2- Permitted use of Chattels

Short Term furniture rental for property styling only at the Premises.

Item 3-Payment and Payment Schedule

Payment Amount

(i) \$X,000.00 (*includes delivery/pick up fees*) being 6 week rental and delivery/pick up fees in advance and to be paid prior to delivery and /or installation

Additional Payment

(ii) \$X00.00 per week

Payment Terms

(iii) One (1) initial payment of \$X,000.00 for the Term. The Client is required to pay the Initial Payment Amount in advance and to be received forty eight (48) hours prior to the date of installation. Thereafter for each additional payment is to be made in advance.

Methods of Payment

Acceptable methods of payment are outlined below. Please note that a copy of the deposit receipt for Electronic Funds Transfer or Direct Deposits is to be emailed to your representative at Arkee Creative.

1. ELECTRONIC FUNDS TRANSFER (EFT) or DIRECT DEPOSIT

Bank Name: ANZ Banking Corporation
Account Name: Arkee Creative
Reference No: *Please use your invoice number*
BSB Number: xxx xxx
Account Number: xxxx xxxxx

2. PAYMENT BY CREDIT CARD (VISA or MASTERCARD)

subject to a 1.5% surcharge. Call the Arkee Office (03) 8560 3600

Item 4-Term of Agreement

- (a) Commencement of Agreement – the date of the delivery of the chattels;
- (b) Conclusion of Agreement – the latter of Six (6) weeks from the Commencement of Agreement or the return of the chattels to the Company's exclusive possession.

Item 5-Premises

Display Premises Delivery & Installation Address

INSERT ADDRESS

Schedule 2

Installation Proposal

See attached documentation