
Saddle Hire Agreement

This document outlines the hire agreement between Auckland Saddle Fit Limited (the "Owner") and the individual or entity renting the saddle(s) and associated equipment (the "Hirer").

THIS EQUIPMENT HIRE AGREEMENT (this "Agreement")

BETWEEN:

Auckland Saddle Fit Limited of 50 Rosella Grove, Waimauku, Auckland 0812

(the "Owner")

OF THE FIRST PART

- AND -

[Hirer's Name/Company Name] of [Hirer's Address in New Zealand].

(the "Hirer")

OF THE SECOND PART

(The Owner and Hirer are collectively referred to as the "Parties").

IN CONSIDERATION OF the mutual promises and undertakings in this Agreement, the receipt and adequacy of which is acknowledged, the Owner leases the Equipment to the Hirer, and the Hirer leases the Equipment from the Owner on the following terms:

1. Definitions

1. The following definitions apply to this Agreement: a. **"Casualty Value"** means the market value of the Equipment at the end of the Term or, in the event of a Total Loss, the market value the Equipment would have had at the end of the Term had the Total Loss not occurred. b. **"Equipment"** means [detailed description of saddle, e.g., "one (1) x [Brand, Model, Size] saddle"] which has an approximate value of NZ\$960.00. c. **"Total Loss"** means any loss or damage to the Equipment that is beyond repair or where the cost of repair would exceed the market value of the Equipment.
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2. Lease

2. The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement.

3. Term

3. This Agreement commences on **[date]** and will continue on a month-to-month basis (the "Term").

4. Rent and Deposit

4. The rent, inclusive of GST (Goods and Services Tax), will be paid in instalments of **NZ\$[price]**, less any discounts previously agreed, each month, in advance. Payments will begin on the commencement date defined in the Term section of this agreement and will be paid on the **[day]** day of each succeeding month throughout the Term (the "Rent").
5. The Hirer will pay a deposit of **NZ\$100** (the "Deposit") before taking possession of the Equipment. The Owner will refund the Deposit to the Hirer at the end of the Term, provided the Hirer has fulfilled all of their obligations under this Agreement.
6. The Owner may offer rebates for long-term rental contracts. The schedule and value of any rebate will be negotiated separately and agreed between the Owner and Hirer at the time the rental contract commences.
7. **Late Payments:** A discretionary **NZ\$15.00** late payment fee may be applied to any invoice paid more than 5 days after its due date.

5. Delivery of Equipment

8. The Owner will, at the Hirer's expense, deliver the Equipment to the Hirer at **[Hirer's address for delivery]**.

6. Use of Equipment

9. The Hirer will use the Equipment carefully and responsibly, complying with all manufacturer's requirements and recommendations for the Equipment. The Hirer will also comply with any applicable New Zealand law, whether local or national, regarding the use of the Equipment, including, but not limited to, environmental and consumer protection laws.
10. The Hirer will use the Equipment for its intended purpose and not for any other use.
11. Unless the Hirer obtains the Owner's prior written consent, the Hirer will not alter, modify, or attach anything to the Equipment unless such alteration, modification, or attachment can be easily removed without damaging the functional capabilities or economic value of the Equipment.

7. Warranties

12. The Equipment will be in good working order and condition upon delivery.

13. The Equipment is of merchantable quality and is fit for the following purpose:
All-purpose recreational riding, non-commercial personal use only.
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8. Loss and Damage

14. To the extent permitted by New Zealand law, the Hirer will be responsible for the risk of loss, theft, damage, or destruction to the Equipment from any and every cause.
15. If the Equipment is lost or damaged, the Hirer will continue paying Rent, will promptly notify the Owner in writing of such loss or damage, and will, if the Equipment is repairable, restore or cause the Equipment to be restored to a good state of repair, appearance, and condition.
16. In the event of Total Loss of the Equipment, the Hirer will promptly notify the Owner in writing of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment will pass to the Hirer.
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9. Ownership, Right to Lease, and Quiet Enjoyment

17. The Equipment is the property of the Owner and will remain the property of the Owner.
18. The Hirer will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
19. The Owner warrants that the Owner has the right to lease the Equipment according to the terms in this Agreement.
20. The Owner warrants that as long as no Event of Default has occurred, the Owner will not disturb the Hirer's quiet and peaceful possession of the Equipment or the Hirer's unrestricted use of the Equipment for its intended purpose.
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10. Surrender

21. At the end of the Term or upon earlier termination of this Agreement, the Hirer will make the Equipment available for pick-up at **[Hirer's address for pick-up, or a mutually agreed location]**. If the Hirer fails to make the Equipment available for pick-up, the Hirer will pay to the Owner any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 25% of the Casualty Value, at which point ownership of the Equipment will pass to the Hirer.
22. At the end of the Term or upon earlier termination of this Agreement, the Hirer will make the Equipment available for pick-up, packaged in a manner that will protect the Equipment from undue damage during transportation. This will typically include providing an adequate box and protective wrapping.
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11. Insurance

23. While no insurance coverage for the Equipment is specifically required under this Agreement, as the Hirer is responsible for the risk of loss, theft, damage, or destruction to the Equipment from any and every cause, **it's strongly recommended that the Hirer arrange appropriate insurance coverage.**
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12. Indemnity

24. The Hirer will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including legal fees and costs, arising out of or related to the Hirer's use of the Equipment.
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13. Default

25. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement: a. The Hirer fails to pay any amount provided for in this Agreement within 3 days after it's due or otherwise breaches the Hirer's obligations under this Agreement. b. The Hirer becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy or liquidation proceedings instituted against them under New Zealand law or another competent jurisdiction. c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.
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14. Remedies

26. On the occurrence of an Event of Default, the Owner will be entitled to pursue any one or more of the following remedies (the "Remedies"): a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Hirer. b. Apply the Deposit toward any amount owing to the Owner. c. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default. d. Take possession of the Equipment, without demand or notice, wherever it may be located, without any court order or other process of law. The Hirer waives any and all damage occasioned by such taking of possession. e. Terminate this Agreement immediately upon written notice to the Hirer. f. Pursue any other remedy available in New Zealand law or equity.
27. The Hirer is entitled to the protection and remedies available to them under the **Consumer Guarantees Act 1993** and other relevant New Zealand consumer protection legislation.
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15. Assignment

28. **THE HIRER WILL NOT ASSIGN THIS AGREEMENT, THE HIRER'S INTEREST IN THIS AGREEMENT, OR THE HIRER'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER.**

29. If the Hirer assigns this Agreement, their interest in this Agreement, or their interest in the Equipment without the prior written consent of the Owner, the Owner will have recourse to the Remedies and will be entitled to all damages caused by the assignment.

16. Additional Clauses

30. The Hirer must ensure that the saddle and/or Equipment is stored securely. The Hirer may not store the saddle/Equipment in unattended road vehicles or trailers, other than temporarily, within a locked concealed luggage boot, or concealed luggage compartment, provided all doors, windows, and other openings are left closed, securely locked and properly fastened, and all security devices installed in the vehicle are operative.
31. **Saddle Fitting:** The Hirer has the right to effect minor adjustments to the saddle to ensure correct fitment to their horse (known as "saddle fitting"). Permanent minor adjustments (e.g., re-flocking) must be carried out by a professional saddle fitter. Any costs associated with saddle fitting are the responsibility of the Hirer. Any additional adjustments must be pre-approved by the Owner and include, but are not limited to, replacement/adjustment of the tree and exchange of flaps.
32. **Early Termination Without Cause:** The Hirer may choose to cancel the rental agreement without cause for any reason by giving notice within five (5) days of receiving the saddle. An administration fee of **NZ\$25.00** will be payable by the Hirer if this option is taken.
33. **Use of Equipment:** The Equipment is hired for use within **New Zealand only**. The Equipment may not be used, stored, or otherwise taken outside of the borders of New Zealand.

17. Entire Agreement

34. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

18. Address for Notice

35. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Owner: Auckland Saddle Fit Limited, 50 Rosella Grove, Waimauku 0812.

Hirer: [Hirer's Name/Company Name], [Hirer's Address in New Zealand].

19. Payment

36. All dollar amounts in this agreement refer to **New Zealand Dollars (NZD)**, and all payments required to be paid under this Agreement will be paid in New Zealand Dollars unless the Parties agree otherwise.

20. Interpretation

37. Headings are inserted for convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

21. Governing Law

38. This Agreement will be construed in accordance with and governed by the laws of **New Zealand**, and the Parties submit to the exclusive jurisdiction of the New Zealand courts.

22. Severability

39. If there's a conflict between any provision of this Agreement and the applicable legislation of New Zealand (the "Act"), the Act will prevail, and such provisions of the Agreement will be amended or deleted as necessary to comply with the Act. Furthermore, any provisions required by the Act are incorporated into this Agreement.
40. If there's a conflict between any provision of this Agreement and any form of lease prescribed by the Act, that prescribed form will prevail, and such provisions of the Agreement will be amended or deleted as necessary to comply with that prescribed form. Furthermore, any provisions required by that prescribed form are incorporated into this Agreement.
41. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the removal of the invalid provision.

23. General Terms

42. This Agreement may be executed in counterparts. Facsimile or scanned signatures are binding and are considered to be original signatures.
43. Time is of the essence in this Agreement.

44. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party to this Agreement.
45. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its reasonable control including, but not limited to, Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, floods, or severe weather events, and/or any other cause beyond the reasonable control of the Party whose performance is affected.

24. Notice to Hirer

46. **NOTICE TO THE HIRER: This is a lease agreement. You are not buying the Equipment. Don't sign this Agreement before you read it. You're entitled to a completed copy of this Agreement when you sign it.**

[Signature block for Owner]

Owner:

Auckland Saddle Fit Limited

[Authorised Signatory Name]

[Title of Authorised Signatory]

Date: _____

[Signature block for Hirer]

Hirer:

[Hirer's Full Name or Company Name]

Date: _____