

**AGREEMENT FOR THE LOAN OF COUNCIL SPRAY TRAILER
(INCLUDING INDEMNITY)**

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| This agreement is made on: (Date) | |
| Between: (Name of Borrower) | |
| Address of Borrower: | |
| Being the owner of the property described as: (Lot/plan) | |
| Borrower contact number: | |
| And: | FRASER COAST REGIONAL COUNCIL 77 Tavistock Street, Torquay, QLD 4655 |
| Authorised Council Officer: | |

BACKGROUND:

- A. Pursuant to Section 23 of the *Biosecurity Act 2014* (the Act), the person has an obligation (a **general biosecurity obligation**) to take all reasonable and practical measures to prevent or minimise the biosecurity risk.
- B. The Borrower has requested that Council supply the equipment to assist the Borrower to fulfil the obligation imposed by Section 23 of the Act.
- C. Council has agreed to loan spray trailers free of charge but may seek recompense for any damages caused to the equipment.

THE PARTIES AGREE as follows:

1. Provision of equipment

- 1.1 The Council will loan spray trailers for the control of invasive plant species and will give directions and instructions to the Borrower to ensure the equipment is used in accordance with best practice and pursuant to this agreement.
- 1.2 The Borrower **must** comply with the spray trailer collection and return times, dates and location, as specified by Council's Authorised Officer. *Failure to do so will result in refusal of loan.*
- 1.3 The Borrower must demonstrate they have the ability and knowledge of how to use the spray trailer before they can take loan of it.
- 1.4 Where the Borrower cannot demonstrate they can safely use the equipment, the Authorised Council Officer will educate them until satisfied the Borrower can use the

equipment appropriately. The Authorised Council Officer shall refuse loan of the spray trailer until the Borrower can demonstrate they have gained the skills necessary to use it.

- 1.5 The Borrower is responsible for their own safety during the loan of the spray trailer, including the provision and use of personal protective equipment in accordance with the relevant chemical Safety Data Sheet.
- 1.6 The spray trailer tank will be provided to the Borrower **empty** and must be transported from the Borrower's property back to the depot **empty**.

2. Access to Property

Authorised Council Officers must have unrestricted access to all areas of the Property at all times to monitor that the spray trailer is being used as per agreement.

3. Care of Council Equipment

The Borrower must ensure that the spray trailer is not damaged or destroyed. Fair wear and tear can be accepted. Any damage must be brought to the attention the Authorised Council Officer on return of the spray trailer.

Prior to return of the spray trailer the Borrower must empty and rinse it, both inside and out, to prevent contamination by chemical residues or weed seeds, off the Borrower's property.

4. Release and Indemnity

- 4.1 The Borrower will at all times indemnify and keep indemnified the Council, its officers, employees, servants, contractors and agents (in this clause, "the indemnified") from and against any loss (including reasonable legal costs and expenses) or liability whatsoever, incurred by any of the indemnified arising from any claim, demand, suit, action or proceeding by any person against any of the indemnified where such loss or liability arose out of or in connection with or in respect of the services under this agreement.
- 4.2 The Borrower acknowledges and accepts that, to the extent permitted by law, Council will be under no liability to the owner or any third party whatsoever whether in:
 - (a) contract or tort (including without limitation, negligence);
 - (b) breach of statute; or
 - (c) any other legal or equitable obligation,for any loss or damage including compensatory, direct, indirect or consequential damages howsoever caused (including without limitation for the injury or death of any person, stock or domestic animal) that arises in whole or in part from or in connection with the service under this agreement.
- 4.3 The Borrower releases and discharges the Council from all actions, proceedings, claims, demands, costs, losses, damages or expenses which but for this provision might be brought against or made upon the Council by the Borrower.

5. Directions and Instructions

The Borrower will at all times follow and carry out instructions or directions given by the Authorised Council Officer in connection with services or this agreement.

6. Interpretation

- 6.1 **Authorised Council Officer** means the person authorising the use of the spray trailer to the Borrower.
- 6.2 **Borrower** means the individual mentioned in the preamble to this agreement and includes its heirs, executors, successors, permitted assigns, liquidators, receivers, administrators, mortgagees in possession and other persons claiming through or under it.

- 6.3 **Council** means the Fraser Coast Regional Council its employees, servants, contractors or agents and its successors and assigns.
- 6.4 **Equipment** means spray trailer.
- 6.5 **Invasive plant species** means invasive plant pursuant to the *Biosecurity Act 2014*.
- 6.6 **Property** is the property identified in the preamble to this agreement.
- 6.7 **Service** means the provision of loan spray trailer(s).

Chemical being used in trailer: -----

SIGNED on the date mentioned by the Borrower -----
Signature

Print Name

SIGNED on the date mentioned by
For and on behalf of Fraser Coast Regional Council -----
Signature

Print Name