

Contract for hire of Axino FM transmitter

Contract between "Axino-Tech Consulting & Services Ltd" (Lessor; Owner) and Lessee (hirer) named as "Contact Person" in the lease agreement in respect of the hire of the Axino-Tech FM transmitter (*the transmitter; the equipment*).

- A. The owner of the transmitter is Axino-Tech Consulting & Services Ltd.
- B. Axino-Tech Consulting & Services Ltd agrees to hire the transmitter to the lessee for the term and price negotiated. A bond may be payable, which is paid back after the transmitter is returned to Axino-Tech in good condition.
- C. The hirer agrees to return the transmitter to Axino-Tech in Wellington, New Zealand immediately following the agreed broadcast term and within the total period of hire, unless an extension arrangement has been agreed. The hirer shall ensure the equipment is returned to the owner clean and without damage by ensuring proper packaging for transport.

Use, operation and maintenance

1. The hirer agrees that the use of the equipment carries with it dangers and risks of injury and the hirer agrees to accept all dangers and risks. The hirer will assume all risks and liabilities for and in respect of the equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the hirer's possession, use, maintenance, repair or storage of the equipment.
2. The equipment shall not be used by anyone other than the hirer without the expressed permission of the owner.
3. The equipment shall be situated in a clean, dry and secure environment while in the care of the lessee.
4. Note that the equipment is a broadcast FM transmitter. When the transmitter is operated into a suitable antenna, the antenna emits RF radiation by design. There is a minimum safe distance from the antenna for personnel in order to comply with New Zealand general public RF exposure levels contained in standard NZS 2772.1:1999. The lessee should ensure that the antenna is located in a position such that the general public cannot approach the antenna within the minimum distance. The minimum safe distance when using the maximum power of this transmitter and a dipole or whip antenna is 0.6 metres.
5. The hirer agrees to not remove covers from the equipment and to not make any adjustments, alterations or modifications within the equipment.
6. The hirer agrees to operate, maintain and store the equipment strictly in accordance with any instruction provided by the owner, with due care and diligence, only for its intended use and in accordance with any instructions and recommendations whether supplied by the owner or posted on the equipment as to the operations, maintenance and storage thereof.
7. The hirer agrees to comply with all occupational health and safety laws relating to the use of the equipment and related operations.
8. Any damage to the equipment while in the care of the lessee may be repaired at the discretion of the owner and the owner is entitled to recover actual costs of repair from the lessee.
9. The owner may retake possession of the equipment if the hirer breaches any provision of this agreement, notwithstanding anything else herein contained.
10. If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

Terms of broadcasting licence

The hirer must adhere to the terms of the broadcast licence. For the N.Z LPFM GUL, there is the '25km rule' and the requirement to broadcast the licensee name once every hour. Acceptable broadcast standards must be maintained. Axino-Tech Consulting & Services Ltd does not accept any responsibility for the content of the broadcasts made by the hirer, or for any non-adherence to the terms of the hirer's licence.

Faults

Should a fault develop in the equipment during use, the owner shall not be liable for consequential losses of any type, however the owner will refund part or whole of the hire fee as determined by the owner. This clause will not apply if the fault is shown to be caused by misuse, accident, power surge or non-compliance with operating instructions. Faults within other equipment connected to the transmitter (antennas, cables, source equipment) do not constitute a transmitter fault for the purpose of this clause.