**HIRE OF AIR CONDITIONER**

THIS AGREEMENT made on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Partnership firm having its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Owner" (which expression shall unless repugnant to the context or meaning thereof include the partners for the time being or any change thereof, their heirs, executors, administrators, legal representatives and assigns) of the one part.

AND

Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Hirer" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the other part.

WHEREAS

1. The Owner is engaged in the business of trading and hiring of various brands of air conditioners.

2. The Hirer has approached the Owner to take on hire an air-conditioner of the brand \_\_\_\_\_\_\_\_\_\_\_\_\_, model no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Owner has agreed to let on hire an air-conditioner of the said brand (hereinafter referred to as the said air-conditioner) on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Hire of Air conditioner

The Owner shall let on hire the said air-conditioner to the Hirer for a period of \_\_\_\_\_\_\_\_\_ months from the date of this Agreement on a monthly rent of Rs.\_\_\_\_\_\_\_\_\_ and the same shall be immediately installed, to the satisfaction of Hirer, at the house of the Hirer by the Owner at his own expense.

2. Rent

The Hirer shall pay the monthly rent as aforesaid in advance by the \_\_\_ th day of each month, the first payment being due on \_\_\_\_\_\_\_\_\_\_\_. Such payment shall be made by the Hirer at the office of the Owner or at such other place or places as the Owner may direct.

If, however, the air conditioner, is not  found suitable by the Hirer, he may return it within the first week of hiring and in that case, he shall be liable to pay a nominal hire of Rs. \_\_\_\_\_\_\_\_\_\_ only.

3. Hirer not to sell, let out Air conditioner

The Hirer shall not, during the term of this Agreement, sell, assign, pledge or let out the air-conditioner on hire to any other person nor shall remove the same from the place where it has been installed by the Owner unless it has obtained the consent in writing of the Owner to this effect.

4. Hirer to keep the Air conditioner in good conditions

If any technical defect is found by the Hirer in the said air-conditioner during the period of this Agreement, he shall immediately report the same to the Owner and the Owner will get the air-conditioner repaired or get it replaced by another air-conditioner of the same brand and model.

Save as aforesaid, the Hirer shall keep the air-conditioner in good order and condition and shall, on the expiration of the term of this Agreement or its earlier termination, return the same to the Owner in the same condition in which it was let on hire (reasonable wear and tear excepted), and in case of any loss or damage to the air conditioner due to any reason, whatsoever, it shall be made good by the Hirer at his own expense.

5. Right of Inspection

The Owner or his representatives shall be entitled, at all reasonable times, to inspect the air conditioner, its state and condition and the Hirer shall furnish to him or them such information as he or they may require in respect of the state and conditions of the air conditioner.

6.  Termination of the Agreement

If the Hirer commits the breach of any terms and conditions of this Agreement, the Owner shall be entitled to terminate this Agreement by giving \_\_\_\_\_\_\_\_ notice to the Hirer and on such termination, he shall be entitled to retake possession of the air conditioner. The Hirer shall, however, remain liable for the payment of any money due to the Owner prior to the termination of this Agreement.

The Hirer shall also be entitled to terminate this Agreement by giving to the Owner a notice of \_\_\_\_\_\_\_\_\_\_\_ months and on making the payment of any money due to the Owner at the time of termination of this Agreement.

7. Owners right not to be affected

Any relaxation or indulgence granted by the Owner to the Hirer shall not, in any way, affect the strict rights of the Owner under this Agreement.

IN WITNESS WHERE OF, the parties hereto have signed this Agreement on the day and year first here- in-above written.

For and behalf of the Firm

Partner

Hirer

Witness:

1.

2.

Note: This Agreement is a simple hire agreement and it does not contemplate hire purchase transaction.