

Equipment Lease Agreement

Better Together Rentals®

This Equipment Lease Agreement (the "Agreement") is made and entered on _____ (mm/dd/yyyy) by and between Better Together Rentals and the renter _____ (Full Name).

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment:

EXAMPLE:

- 1 10x20 tent (value \$1000)
- 4 tent walls (value \$100 a piece)
- 50 folding chairs (value \$20 a chair)

2. LEASE TERM: The lease will start on _____ (begin date) and will end on _____ (end date) (Lease Term).

The renter will be picking up the items and dropping them off at the agreed upon time and date.

OR

Better Together Rentals will be delivering the items to agreed upon place on agreed upon time.

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of **(EXAMPLE) \$250**. In order to book, a **25% fee** is due along with the return of this form. In this case, **\$62.50** is due. This fee is non-refundable but can be moved in light of Covid-19 regulations changing. Full payment (the remaining **\$187.50**) is due by 10 days to the beginning of the rental period.

4. SECURITY DEPOSIT: Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of 50% of the rental (**\$125**) as non-refundable security deposit for damage or cancellation (by the time of the rental). A **\$125** return will be complete after the rental period once the item of equipment has been returned. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance (see values above in section 1). If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

5. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering or allowing the pick-up of the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

6. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment. Any damage must be reported to Better Together Rentals. Damage caused by not following these rules is not Better Together Rentals' responsibility. Transportation, loading and unloading of the equipment is the responsibility of the renter. Any damage that occurs during travelling will be included as damage to the equipment during the period. When planning your rental keep in mind that any open-bed truck will be exposed to the elements.

- Tents must be pegged down or concrete blocks used to prevent the tent from flying away
- No open flames or smoking allowed in the tent
- No heaters can touch the side of the tent
- In strong winds the walls should be removed or rolled up
- Walls should be rolled up over night
- Folding chairs should not be stood on

7. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

8. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

9. LIABILITY: The company Better Together Rentals is not responsible for any injuries sustained while moving, transporting, setting up, taking down or using the equipment rented. Lessee shall use the equipment in the appropriate manner and follow the rules of set-up, in rainy and stormy conditions and take proper shelter in a storm.

10. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.

11. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

12. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

14. CUMULATIVE RIGHTS: Lessor's and Lessee's rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

15. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement. By signing this agreement the renter is acknowledging that any injury that comes as a result of misuse of these rental items is not the responsibility of Better Together Rentals, but their own.

LESSOR:

Better Together Rentals

Emily Slusarek



LESSEE:

(Name)

(Signature)

(dd/mm/yyyy)