



**EQUIPMENT RENTAL AGREEMENT**  
**(Example, variable based on type of equipment being rented)**

**Lessee:** \_\_\_\_\_ (Full Legal Name)

THIS EQUIPMENT RENTAL AGREEMENT is subject to the terms, covenants and conditions set forth below, whereby **EventCamp.ca Inc.** (the "Lessor"), leases the equipment listed on Schedule "A" hereto (the "Equipment") to the Lessee (hereinafter the "Agreement") "Equipment" shall be the equipment listed in Schedule A attached hereto.

Rental Period: \_\_\_\_\_ (Insert Date)

Location of Equipment:

Address: \_\_\_\_\_

City, Province: \_\_\_\_\_

Damage Deposit: \$ \_\_\_\_\_

Rent:

Equipment Rent:        \$ \_\_\_\_\_

GST:                        \$ \_\_\_\_\_

PST:                        \$ \_\_\_\_\_

**Total Rental Fee:**     \$ \_\_\_\_\_

Lessee acknowledges and agrees that the terms and conditions attached hereto form an integral part of this Agreement.

**EventCamp.ca Inc. (Lessor)**

\_\_\_\_\_ (Lessee)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



- 1. WARRANTIES.** LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, MAKES NO WARRANTY OR REPRESENTATION, STATUTORY, EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, OR THE PERFORMANCE CAPABILITIES OF, THE EQUIPMENT DELIVERED HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR PURPOSE. LESSOR SHALL NOT EVER BE RESPONSIBLE FOR ANY LOSS OF USE OR OF ANY LOSS OF PROFITS, OR OF ANY OTHER DAMAGES, CONSEQUENTIAL OR INCIDENTAL, RESULTING FROM ANY BREACH OF ANY MANUFACTURER'S WARRANTY, OR RESULTING FROM ANY FAILURE, BREAKDOWN OR DEFECT IN THE USE, DESIGN, OPERATION OR MAINTENANCE OF THE EQUIPMENT. THIS EQUIPMENT IS LEASED AS IS.
- 2. USE.** Lessee covenants and represents to Lessor (i) that the Equipment will be used exclusively for business and commercial purposes; (ii) will not be used at any time during the term of this Lease for personal, family, farming or household purposes; (iii) Lessee will perform all required maintenance and replacement at its own expense, and upon the schedule and in such a manner as to keep the Equipment in good condition.
- 3. NON-CANCELLABLE LEASE. LESSEE'S OBLIGATIONS UNCONDITIONAL.**

This Lease cannot be cancelled or terminated except as expressly provided herein. Lessee agrees that its obligation to pay all rent and other amounts payable hereunder and to perform its duties with respect hereto shall be absolute and unconditional under any and all circumstances, including, without limitation, the following: (a) any setoff, counter-claim, recoupment, defence or other right which Lessee may have against the manufacturer, or supplier of any Equipment or anyone else for any reason whatsoever; (b) any defect in the condition, design, title, operation or fitness for use, or any damage to or loss of any Equipment, except for such liens, claims, interests or encumbrances which may arise or be caused by or through Lessor; (c) any insolvency, reorganization or similar proceedings by or against Lessee; or (d) any other event or circumstances whatsoever, whether or not similar to the foregoing.
- 4. DAMAGE DEPOSIT.** Prior to the Rental Period, the Lessee shall deliver a damage deposit in the amount set forth on Page 1 in the Agreement (the "Deposit") by a [reversible charge on the Lessee's credit card]. The Deposit shall be held by the Lessor and may be deposited in a bank account, at the Lessor's option. If the Lessee complies with all of the terms, covenants, conditions and provisions of this Agreement and promptly pays the Total Rental Fee and any other amounts provided herein when due then the Deposit shall be returned in full, without interest, to the Lessee within the later of ten (10) days after the return of the Equipment. However, if the Lessee defaults in the performance of any of the terms, covenants, conditions or provisions of this Agreement as and when the same are due to be performed by the Lessee then the Lessor, at its option, may appropriate and apply all or any part of the Deposit on account of any costs, losses or damages incurred by the Lessor as a result of such default. The remaining portion of the Deposit shall be returned to the Lessee without interest.
- 5. TAXES.** All applicable federal, provincial and local taxes including Provincial Sales Tax, Goods and Services Tax, Harmonized Sales Tax or Quebec Sales Tax, if any, payable on account of possession, lease, or use of the Equipment, shall be paid by Lessee when the same are due and payable; a copy of said paid receipt shall be furnished to Lessor during each calendar year if paid directly to the taxing authority by Lessee. Additionally, Lessee will pay all applicable registration, sales, use, taxes or fees, excise taxes, permits and similar items along with a service fee when paid by Lessor on behalf of Lessee.
- 6. LOCATION OF EQUIPMENT.** The Equipment shall be used by Lessee at the location specified on contract and shall not be removed or transferred to another location without prior written consent of Lessor.
- 7. TITLE.** Lessor shall retain title to the Equipment covered by this Agreement. Lessee agrees to be responsible for the safekeeping of all Equipment.
- 8. CASUALTY; LOSS DAMAGE.** In the event of damage to any item of the Equipment, Lessee shall immediately notify Lessor. Lessee shall not be entitled to rescind this Lease, nor to a defence against or abatement of rental fees because of theft, loss destruction, damage, attachment or seizure of any of the Equipment after delivery and all rental payments and fees becomes immediately due and payable. If Lessor reasonably determines that any Equipment is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for normal use for any reason, or in the event of any condemnation, confiscation, seizure or requisition of title to or use of such Equipment (a "Casualty Occurrence"), Lessee will, at the option of Lessee, either (a) replace the same with Equipment in good repair; or (b) promptly pay to Lessor an amount, determined as of the first Rent Payment Date next following the date of the Casualty Occurrence, equal to the Loss Value (as defined in Section 11.(b)); less any physical damage insurance proceeds paid to Lessor as a result of said Casualty Occurrence ("Casualty Payment Amount").
- 9. NO ASSIGNMENT OR SUBLEASE.** Lessee shall not, under any circumstances, without the express prior written consent of Lessor, assign or sublease its obligations or rights hereunder, or the Equipment leased hereunder to any person at any time. Any attempted assignment or sublease by Lessee shall immediately terminate Lessee's right to possession of the Equipment, and shall entitle Lessor to declare default under Section 11., and require all remaining payments hereunder to be immediately due and payable, and also authorize Lessee to recover the Equipment and return the Equipment to Lessor's possession.
- 10. EQUIPMENT RETURN.** The Lessee will return the Equipment to Lessor at its office, if applicable, or on-site at the venue, or other locations in Canada designated by Lessor, in good condition without damage or excessive wear and



use, and pay any amounts owed under this Lease, any taxes or other sums to be paid by Lessee. If Lessee fails to return the Equipment when required to do so, the terms and conditions of this Lease shall continue to be applicable, and Lessee shall continue to pay Rent equal to twice the daily rate of Rent until the Equipment is received by the Lessor.

- 12. EQUIPMENT MODIFICATION.** Lessee will not change or modify the Equipment at any time during the term of this Agreement without the prior written consent of Lessor.
- 13. INDEMNIFICATION.** Notwithstanding anything else contained herein, Lessee shall at all times absolutely indemnify and hold harmless Lessor from and against any loss, expense, claim or damage, including reasonable legal fees, arising out of Lessee's possession or use of the Equipment, or the design, manufacture, maintenance or physical condition of the Equipment.
- 14. CONSENT TO MANITOBA LAW, JURISDICTION AND VENUE.** This Lease shall be deemed fully executed and performed in the Province of Manitoba. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, Lessor, Lessee, and any Guarantor will be subject to the personal jurisdiction of the Province of Manitoba, City of Winnipeg, including any provincial or federal court in the City of Winnipeg. Notwithstanding the place or location of the Equipment, this Lease shall in all regards be interpreted and governed by the laws of the Province of Manitoba.
- 15. SEVERABILITY.** If any provision of this Lease or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder and the application of such provision to other parties or circumstances will not be

affected thereby and to this end the provisions of this Lease are declared severable.

- 16. GENERAL.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes and cancels any and all prior representations, agreements or understandings, if any, whether oral or written, relating to the Equipment. Any waiver by Lessor to any term shall apply to that term alone and shall not be deemed or construed to apply to any other term of this Agreement. No modification hereof will be effective unless made in writing on or subsequent to the date hereof and executed in Lessor's behalf by an authorized officer. No salesperson of Lessor has authority to bind Lessor in any respect. This Agreement will not be binding on Lessor until accepted by Lessor's authorized officer, but notice of such acceptance is waived by Lessee.
- 17. NOTICE TO THE LESSEE:** This is a lease. You are not buying the Equipment. Do not sign the Lease before you read it. You are entitled to a copy of the Agreement when you sign it.
- 18. IF MORE THAN ONE PERSON HAS SIGNED THIS LEASE AS LESSEE, THEIR LIABILITY UNDER THIS LEASE WILL BE JOINT AND SEVERAL AND SOLIDARY.**
- 19.** Facsimile signatures shall be deemed original signatures for all purposes, provided that, upon request by any other party, any party returning a signature page via facsimile also transmit a hardcopy original of the signature page to the requesting party.