Equipment Rental Agreement

This Equipment Rental Agreement (the “Agreement”) is made and entered on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (M/D/Y) by and between West Nipissing Sudbury East Federation of Agriculture (the "Lessor”); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Lessee”); collectively referred to herein as the "Parties."

1. EQUIPMENT SUBJECT TO LEASE.

The Lessor shall rent the equipment listed herein to the Lessee whom must adhere to the terms and conditions within this Agreement**. Portable Cattle Squeeze and 10 Corral Panels**

1. PAYMENT TERMS.

The rental fee is based on a rate of $200.00 per day, plus any additional fees incurred.

Additional charges shall be added in the event the equipment is damaged, missing any parts, or returned later than the agreed date. All charges shall commence from the Effective Date of this Agreement. Lessor shall invoice the client on the date returned and all invoices are due upon receipt.

1. RETURNED CHECKS.

The Lessee shall be charged $50.00 for each check that is returned to the Lessor for insufficient funds.

1. SECURITY DEPOSIT.

In addition to the rental fee, the Lessee shall pay a **security deposit of $100.00** prior to receiving equipment and at the time this Agreement is signed. This deposit shall be returned to the

Lessee upon termination of this Agreement, subject to the option of the Lessor to apply it against any charges or damages incurred. Any amounts refundable to the Lessee shall be paid at the time this Equipment Rental Agreement is terminated.

1. LEASE TERM.

This Equipment Rental Agreement shall begin on the above Effective Date and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (M/D/Y), unless otherwise terminated in a manner consistent within these terms. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

1. CARE AND OPERATION.

The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment.

1. INSURANCE.

The Lessee shall ensure the equipment is covered by insurance for damage, liability and injury.

1. TAXES & FEES.

During the term of this Equipment Rental Agreement, the Lessee shall pay all applicable taxes.

1. ALTERATIONS.

Lessee shall make no alterations to the equipment without prior written consent of the Lessor. All alterations shall be property of the Lessor and subject to the term within.

1. MAINTENANCE AND REPAIR.

The Lessee shall maintain at the Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

13. DEFAULT.

The occurrence of the following shall constitute a default under this Agreement:

a) The failure to make a required payment under this Agreement when due.

14. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LESSOR SHALL NOT

BE LIABLE TO LESSEE, AND LESSEE COVENANTS THAT IT SHALL NOT ASSERT A

CLAIM AGAINST LESSOR, UNDER ANY LEGAL THEORY, WHETHER IN AN ACTION

BASED ON A CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE

PROVIDED BY STATUTE OR LAW, (i) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY,

CONSEQUENTIAL, OR STATUTORY DAMAGES, OR ANY DAMAGES RESULTING FROM

LOST PROFITS, INTERRUPTION OF BUSINESS, OR LOSS OF GOODWILL, EVEN IF

LESSOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) FOR

DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT IN AN AMOUNT THAT

EXCEEDS THE FEES ACTUALLY PAID BY LESSOR UNDER THIS AGREEMENT. LESSEE

HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE

REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. PARTIES,

HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS SET FORTH ABOVE HAVE BEEN NEGOTIATED AND ARE FUNDAMENTAL ELEMENTS OF BASIS OF THIS AGREEMENT.

1. INDEMNITY.

Lessee agrees to indemnify and hold Lessor, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Lessee use of the equipment, the functionality of the equipment, or any violation of this Agreement.

1. SEVERABILITY.

In the event, that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect.

1. WAIVER.

Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.

21. ENTIRE AGREEMENT.

This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Equipment Rental Agreement by a duly authorized representative effective as of the date set forth at the top of this Agreement.

**West Nipissing Sudbury East Federation of Agriculture**

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LESSOR SIGNATURE DATE

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LESSEE SIGNATURE DATE