

# Lakeshore Living, Limited

## RENTAL AGREEMENT

### Terms and Conditions

#### **Sever Ability**

The provider of this rental contract shall be sever able, so that the unenforceability or waiver of the provisions shall not affect the remaining provisions.

#### **Responsibility of Use and Disclaimer of Warranties**

You are responsible for the use of rented items. You assume all risks inherent to the operation and use of all rented items, and agree to assume the entire responsibility for the defence of, and to pay, indemnity and hold Lakeshore Living Limited harmless from and hereby release Lakeshore Living Limited from any and all claims for damage to property or bodily injury, including death, resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in the whole or part from Lakeshore Living Limited's negligence, from the defective conditions of the items OR any other cause.

YOU AGREE THAT NO WARRENTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

#### **Indemnification and Defense**

Renter agrees that if any legal proceedings are brought against Lakeshore Living Limited to recover compensation for injuries to individuals or damages to personal property occurring in connection with the event, the renter will provide a defense for Lakeshore Living Limited and any of its employees named in such proceedings and will indemnify Lakeshore Living Limited and its employees for any judgment rendered against them.

#### **Hold Harmless Agreement**

Renter agrees and assumes all risks, and agrees to hold Lakeshore Living Limited and any of its staff harmless from and against any and all claims, losses, and damage, and all costs and expenses arising directly and indirectly at or relating to; The delivery, loading, unloading, erection, installation, dismantling, and use of rented equipment; contact of underground utilities, pipes, or any condition on renter's property and all necessary surface repairs.

#### **Insurance**

Renter shall maintain, at renter expense liability, property and casualty insurance coverage in amount sufficient enough to fully protect Lakeshore Living Limited and its equipment from any and all claims, loss, or damage of whatever nature or type.

#### **Credit Card Requirements:**

A valid credit card and driver's license is required for any rental. Renter shall pay all charges payable under this contract in advance, provided however that all forgoing shall not limit the amount payable by renter hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Renter shall pay all reasonable costs of collection, court, and attorney fees.

#### **Final Payment:**

No orders will be scheduled for delivery until full payment is received. All rental charges are for time out, whether rentals are used or not.

#### **Time of Return**

Renter's right of possession terminates upon the expiration of the rental period set forth on contract. Time is of the essence in this contract. Any extension must be agreed upon in writing. Renter shall return rented items to Lakeshore Living Limited during regular business hours, promptly upon, or prior to expiration of rental period. If renter does not timely return, the charges will apply as set out in clause of Missing and/or Damaged Items.

#### **Missing and/or Damaged Items:**

Shortage MUST be reported prior to the event or the invoice quantities will be considered received. Missing or damaged items will be charged to the credit at replacement cost. A detailed invoice of these items will be provided to the client.

#### **Additional Charges:**

In addition to other charges and costs provided herein, renter shall pay charges in accordance with company rates then in effect for the following services. Delivery and/or Pickup Delivery and/or Pickup from any location to other than street level , setup of BBQ, delivery and/or pickup after business hours, Saturdays, Sundays, and Holidays, packaging materials not returned.

#### **Delivery and Pickup**

Lakeshore Living Limited shall strive to accommodate client delivery request; however, delays, and changes in the schedule are sometimes unavoidable. We try to communicate any scheduling changes as they occur. Orders are typically delivered 1-3 days in advance of your event, while pickup occurs 1-2 days following your event. Deliveries and pickups are made during Lakeshore Living Limited normal business hours at street level, unless otherwise prearranged. Renter shall have all items free of debris and repackaged in original packaging. If pickup is required, renter shall make available to Lakeshore Living Limited for pickup at a mutually agreed and convenient accessible location. Delivery and Pickup shall be at the convenience of, and at the time designated by Lakeshore Living Limited. Renter agrees to pay a service charge for each extra delivery or pickup call required by Lakeshore Living Limited.

#### **Equipment Failure**

You agree to immediately discontinue the use of rented items should it at any time become unsafe or in a state of disrepair, and will immediately (one hour or less) notify Lakeshore Living Limited of the facts. Lakeshore Living Limited agrees at our discretion to make the items operable within a reasonable time, or provide a like item if available, or make like item available at another time, or adjust rental charges. The provision does not relieve renter from obligations of contract. In all events Lakeshore Living Limited shall not be responsible for injury, damage, personal loss or death resulting from failure or defect of rented items.

#### **Equipment / Items Responsibility**

Renter is responsible for all items from the time of possession to the time of return. Renter assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, renter will assume all costs of replacement or repair, including all labour costs.

#### **Use of Equipment**

Renter agrees and covenants' to be satisfied with the instruction and condition of equipment rented and of the proper and safe use of equipment, or that the renter is so familiar and conveyed to Lakeshore Living Limited that you were. Renter further agrees that the items will be used only at the address listed on the contract, and only for the purpose for which it was intended and manufactured. Subleasing or improper use is prohibited. Renter agrees that they have read all instruction manuals, operating instructions and warnings related to all rented items. Renter has been given full and ample opportunity to inspect all rented items and find no damage. As a result, misuse or improper operation of equipment which results in any injury, damage, personal loss or death as a result of renter or renter's guests misuse or negligence is not the responsibility of Lakeshore Living Limited.

**Care of Equipment / Items**

In addition to its other obligations hereunder; Renter shall: Pay all reasonable cleaning charge for items returned dirty. Protect the rented items from wind and water hazards such as inclement weather, outdoor sprinklers, pools, pets, or wet or damp surfaces, breakage, unauthorized or improper use, theft or loss while in the possession of you the renter. You will be charged up to full replacement cost for any damaged or missing items.

**Damage to Vehicles While Loading and Unloading**

As a courtesy service to our customers, Lakeshore Living Limited assistance in loading and unloading rental equipment on or off your vehicle. Renter shall hold Lakeshore Living Limited and its employees harmless as a result of any damage, however slight, as a result of this courtesy service. Due to driving conditions beyond our control, Lakeshore Living Limited employees are instructed to, under no circumstances, secure, strap or tie down rental equipment on a customer vehicle. Any damage to the vehicle or equipment as a result of poorly secured equipment is the responsibility of the renter. If under special exception that Lakeshore Living Limited employee does secure rental equipment on a vehicle, it remains the renter's responsibility to re-check the security of the straps, ropes, knots and to drive in a safe manner. Any damage to the vehicle or equipment as a result of an employee securing rental equipment shall remain the renter's responsibility.

**Site Preparation**

Renter agrees to have site clean and ready for delivery and installation or dismantled for pickup of equipment, and also agrees to pay an additional charge for any delay incurred along with labour charges resulting in renters' failure to do so.

**Permits and Licenses**

Renter agrees prior to any installation of rented equipment, including tents, to obtain at renters expense, any and all necessary permits and licenses and other consents.

**Subsurface Conditions** Renter agrees to obtain any locating of underground utilities before delivery of rented items. Renter also agrees to reimburse Lakeshore Living Limited for any additional costs incurred as a result of undisclosed or subsurface conditions resulting in additional costs to Lakeshore Living Limited.

**Prices and terms are subject to change without notice.**

My signature below states that I have read and understand this agreement

Sign Here: \_\_\_\_\_

Print Name: \_\_\_\_\_

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