



## **EQUIPMENT AND FACILITIES RENTAL AGREEMENT**

This Equipment and/or Facilities Rental Agreement ("Rental Agreement") is made effective as of

\_\_\_\_\_, 2022, between The Russell Agricultural Society (the "RAS"), organized under the authority of the *Agricultural and Horticultural Organizations Act* of the Province of Ontario and

(the "Customer") \_\_\_\_\_.

WHEREAS the Customer wishes to rent certain equipment and/or facilities from the RAS and the RAS wishes to rent said equipment and/or facilities to the Customer on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### **RENTAL EQUIPMENT AND/OR FACILITIES SUBJECT TO THIS AGREEMENT**

RAS shall rent the equipment and/or facilities listed on the attached Schedule "A" solely for the use and purposes as established therein (hereinafter referred to as the "rented equipment" and "rented facilities"). The Customer agrees to fill in the rental information sheet attached hereto as Schedule "B", acknowledges that the RAS will be relying on the information provided therein and that said rental information sheet will form part of this Rental Agreement.

### **PAYMENT TERMS:**

The rented equipment/facilities and costs of the rental are hereinafter provided in Schedule "A".

- A. ***For-Profit Customers:*** The rental payments shall be due whether or not the Customer has received notice of payment due. All payments must be made via credit card, cash or cheque prior to the commencement of the rental period, at the discretion of the RAS, as established in Schedule A.
- B. ***Not-For-Profit Customers:*** The RAS reserves the right to waive the rental fees for not-for-profit organizations, current directors of the RAS, past presidents of the RAS, but all other provisions of this Rental Agreement will prevail, including deposits and late/over holding charges, unless waived in writing by the RAS. Any amounts for said charges will be based on estimated rental fee provided in Schedule A.



### **SERVICE CHARGE:**

Should the RAS not require full payment of the rental payments from the Customer prior to the commencement of the rental period, and the rental payments are not paid by the customer within 2 day(s) after the due date for the rental payments or installment thereof as established in Schedule "A", the Customer shall pay to the RAS a charge of 10% of monies overdue per day. Should the overdue payment be an installment, the rental of the equipment/facilities shall cease and any equipment will be returned immediately to the RAS and vacant possession of any rented facilities provided to RAS.

### **RENTAL TERM:**

- A. **Equipment:** The rental shall commence on the date defined in Schedule A as the commencement date and shall terminate on return in fully working condition of the equipment to the RAS facility. If the equipment has to be repaired to return it to a fully working state, the equipment will continue to be rented by the Customer at the same per diem charge as provided in Schedule A until it is repaired, in addition to any late return charges. The rental period will end only when the equipment has been returned to a fully working state. At any time the RAS has the right to terminate the rental upon 7 days written notice.
- B. **Facilities:** The rental shall commence on the date defined in Schedule A as the commencement date and shall terminate on the due date as defined in Schedule A. If the facilities are not vacated by said due date, or if the facilities have not been cleaned and returned to a comparable state of repair as provided to the Customer at the commencement of the rental, the facility will be deemed to continue to be rented by the Customer at a per diem established in Schedule A, in addition to any over holding charges, until the facility is vacated or returned to the RAS in a comparable state of repair as initially provided to the Customer. At any time prior to the commencement of the rental period, the RAS has the right to terminate the rental of the facility on 30 days written notice.

### **LATE RETURN CHARGE/OVERHOLDING:**

A charge of \$\_\_\_\_\_ will be assessed for each day past the due date that the rental equipment has not been returned to the RAS or has been returned but requires repair. A charge of \$\_\_\_\_\_ will be assessed each day past the due date that the Customer over holds at an RAS facility or for each day that the facility remains in an unreasonable state of repair following the due date.

### **NON-SUFFICIENT FUNDS:**

The Customer shall be charged \$25.00 for each cheque that is returned to the RAS for lack of sufficient funds.

### **SECURITY DEPOSIT:**

- A. **Equipment:** The Customer shall pay a security deposit of 10% of the RAS' estimated value of the rental equipment at the time that this Rental Agreement is signed. This deposit will be returned to the Customer at the termination of the rental, subject to the option of the RAS to apply it against rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this rental is terminated. The security deposit shall not bear interest.



- B. **Facilities:** The Customer shall pay a security deposit of \$ 500.00 at the time that this Rental Agreement is signed. This deposit will be returned to the Customer at the termination of the rental, subject to the option of the RAS to apply it against rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this rental is terminated. The security deposit shall not bear interest.

#### **INSURANCE AND INSURANCE CERTIFICATE:**

- A. **Equipment:** The Customer shall insure the equipment for its full replacement value as stated in the Rental Agreement under an ALL RISKS POLICY. A copy of the insurance certificate shall be provided to the RAS prior to the commencement of the rental. Failure of the insurance company to honor a claim in no way changes the obligation of the Customer to compensate the RAS for the full new replacement value of the equipment. The minimum paid up term of the Insurance must be for the initial period of the rental plus one-month.
- B. **Facilities:** The Customer shall, at its expense, maintain a Commercial General Liability coverage that (when combined with a liability umbrella policy) provides protection against loss or liability to third parties or property of third parties caused by the Customer or its related persons' occupation and use of, and activities on the facilities, in an amount not less than Five Million CAN Dollars (\$5,000,000.00) per occurrence, accident or incident. The RAS shall be named as an additional insured in such policy. The Customer shall promptly deliver a certificate of such insurance to the RAS at least three weeks prior to the commencement of the rental period.

#### **RISK OF LOSS OR DAMAGE:**

The Customer assumes all risks of loss or damage to the equipment/facilities from any cause, and agrees to return it to the RAS in the condition received from the RAS, with the exception of normal wear and tear. The RAS will determine normal wear and tear. All determinations made by the RAS are final.

In no event shall the RAS be liable for any injury to the Customer, its employees, agents or invitees, or to the leased equipment and/or facilities, or to any property of the Customer or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure of the Leased equipment or arising from the interruption or failure in the supply of any utility or service to the lease facilities.

#### **INDEMNIFICATION:**

Notwithstanding any other terms, covenants and conditions contained in this Rental Agreement, and save and except for gross negligence on the part of the RAS or those who the RAS is responsible for, the Customer shall indemnify the RAS and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Rental Agreement or any occurrence in, upon, or at the rented facilities or the occupancy or use by the Customer of the rented equipment and/or facilities or any part thereof, or occasioned wholly or in part by any act or omission of the Customer, or those for whom



the Customer is legally responsible, or by anyone permitted to utilize the rented equipment or facilities or be on the rented facilities by the Customer. If the RAS shall be made a party to any litigation commenced by or against the Customer, then the Customer shall protect, indemnify and hold the RAS harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the RAS in connection with such litigation. The Customer shall also pay all costs, expenses and legal fees (on a substantial indemnity basis) that may be incurred or paid by the RAS in enforcing the terms, covenants and conditions of this Rental Agreement, unless a Court shall decide otherwise. The contents of this section shall survive the termination or surrender of this Rental Agreement notwithstanding anything in this Rental Agreement to the contrary.

### **CARE AND OPERATION**

- A. **Equipment:** 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, including registration and/or licensing requirements, if any. The Customer acknowledges and agrees that the sled is only to be used for antique tractors and truck pulls without modified use. If any evidence is brought to the attention of the RAS or comes into its possession that, in their absolute discretion, suggests that any vehicles pulling the sled have been modified, the Customer agrees to pay a \$5,000.00 penalty to the RAS.
- B. **Facilities:** The facilities may only be used and operated in a careful and proper manner, in accordance with the permitted uses as provided in Schedule A. The Customer agrees to comply with all requirements of all applicable statutes, laws, by-laws, rules, regulations, ordinance and orders in force during the rental period, including all requirements of the local board of health, police and fire departments and municipal authorities.

The Customer agrees that they are responsible for the costs of obtaining any and all necessary permits and licenses associated with the permitted use of the facilities, including, but not limited to AGCO special occasion permits, Smart Serve Ontario certificates and the previously described insurance certificate, and agree that all relevant paperwork is provided to the RAS at least three (3) weeks prior to the commencement date of the rental period.

The Customer agrees that they will not do or omit to do or permit to be done anything that could constitute an actionable nuisance.

The Customer agrees that the rented facilities shall not be used in any manner other than for the purpose expressly allowed and covenanted for as described in Schedule A.

### **MAINTENANCE AND REPAIR**

The Customer shall maintain the equipment and facilities in good repair and operating condition, allowing for reasonable wear and tear. The Customer shall pay all costs required to maintain the equipment and facilities in good operating condition during the rental period. Such costs shall include labor, material, parts, and similar items. If the equipment is damaged or lost, the RAS shall have the option of requiring the Customer to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the RAS and subject to this Rental Agreement.



Any and all damage to the facilities arising during the rental period shall remain the responsibility of the Customer. The Customer shall be responsible for all cleaning, garbage and waste collection, and the disposal thereof, arising as a result of their use of the rented facilities.

### **RAS' RIGHT OF INSPECTION**

The RAS shall have the right to inspect the equipment or facilities during the Customer's normal business hours.

### **RETURN OF EQUIPMENT**

At the end of the rental period, the Customer shall be obligated to return the equipment to the RAS at the Customer's expense. Any freight, insurance or customs charges related to the rented equipment incurred during or at the end of the rental will be billed to the Customer.

### **ACCEPTANCE OF EQUIPMENT**

The Customer shall inspect each item of equipment delivered pursuant to this Rental Agreement. The Customer shall immediately notify the RAS of any discrepancies between such item of equipment and the description of the equipment in Schedule A. If the Customer fails to provide such notice in writing within 2 day(s) after the delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in Schedule A. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

### **FAILURE TO PERFORM**

If the equipment fails to perform after the initial acceptance it will be the responsibility of the Customer to repair and correct the problem. The RAS will not be held responsible for any failure of equipment for any reason and the equipment will remain on rental unless a dispensation is granted in writing by the RAS to waive the rental fees for the period of non-performance. The RAS will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

### **OWNERSHIP AND STATUS OF EQUIPMENT**

The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The RAS shall be deemed to have retained title to the equipment at all times, unless the RAS transfers the title by sale. The Customer shall immediately advise the RAS regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

### **WARRANTY**

The RAS makes no warranties; express or implied, as to the equipment or facilities rented. The Customer assumes the responsibility for the condition of the equipment and/or facilities.

### **DEFAULT**

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

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



- b) The violation of any other provision or requirement that is not corrected within 4 day(s) after written notice of the violation is given.
- c) The insolvency or bankruptcy of the Customer.
- d) The subjection of any of Customer's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

### **RIGHTS ON DEFAULT**

If the Customer is in default under this rental, without notice to or demand on the Customer, the RAS may take possession of the equipment or the facilities as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency. The RAS shall be obligated to re-rent the equipment and/or facilities, or otherwise mitigate the damages from the default, only as required by law.

### **NOTICE**

All notices required or permitted under this rental shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this rental.

### **ASSIGNMENT**

The Customer shall not assign or sublet any interest in this Rental Agreement, the equipment or facilities, or permit the equipment or facilities to be used by anyone other than the Customer or Customer's employees, without the RAS's prior written consent.

### **ENTIRE AGREEMENT AND MODIFICATION**

This Rental Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This Rental Agreement replaces any and all prior agreements, arrangements or understandings, oral or written, between the parties.

### **GOVERNING LAW**

This contract shall be construed in accordance with the laws of Ontario.

### **SEVERABILITY**

If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



**WAIVER**

The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract

The parties hereto certify that we have read this Rental Agreement and agree to conform hereto and to be strictly bound thereby.

\_\_\_\_\_  
Signature of Customer Representative

\_\_\_\_\_  
Date

Mhairi Rowland  
\_\_\_\_\_  
Signature of Russell Agricultural Society

\_\_\_\_\_  
Date

*Personal information contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of administering rentals.*

*Questions about this collection should be directed to:  
Russell Agricultural Society, P.O Box 730, Russell, ON K4R 1E8  
info@russellagriculturalsociety.com*

**SCHEDULE A**

**EQUIPMENT RENTALS**

<b>Equipment</b>	<b>Amount</b>	<b>Per</b>	<b>Total</b>
<b>Bar Equipment</b>	<b>Please contact office</b>		
<b>Bleachers</b>	<b>Please contact office</b>		
<b>Chairs</b>	<b>\$1.00 / chair</b>	<b>Per day</b>	
<b>Picnic Tables</b>	<b>\$10 / table</b>	<b>Per day</b>	
<b>Stage</b>	<b>Please contact office</b>		
<b>Folding Tables</b>	<b>\$7.00 / table</b>	<b>Per day</b>	

**COMMENCEMENT DATE:** \_\_\_\_\_

**PROJECTED DUE DATE:** \_\_\_\_\_

**DEPOSIT/TERMS OF PAYMENT (OR ESTIMATE THEREOF):**

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**FACILITY RENTALS**

<b>Facilities</b>	<b>Amount</b>	<b>Total</b>
<b>Cattle Barn</b>		
<b>Horse Ring</b>		
<b>Refreshment Area / Band Shell</b>		
<b>Round Barn</b>		
<b>Open Barn</b>		
<b>Arena/General Grounds</b>		

**DESCRIPTION OF PERMITTED USE:**

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**COMMENCEMENT DATE:** \_\_\_\_\_ **DUE DATE:** \_\_\_\_\_

**DEPOSIT/TERMS OF PAYMENT:**

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**SCHEDULE B**

**RENTAL INFORMATION SHEET**

First Name			Last Name		
Organization				<input type="checkbox"/> Not-For-Profit Group <input type="checkbox"/> For-Profit	
Street Address			City	Province	Postal Code
Phone - Daytime		Phone - Evening		Email Address	
Requesting the following (please check): <input type="checkbox"/> Sled <input type="checkbox"/> Chairs <input type="checkbox"/> Folding Tables <input type="checkbox"/> Picnic Tables <input type="checkbox"/> Bar Supplies <input type="checkbox"/> Band Shell / Refreshment Area <input type="checkbox"/> Horse Ring <input type="checkbox"/> Cattle Barn			Special Request Note:  Must abide by Rental Agreement - No charge to: - Not-For-Profit Organizations - Current Directors and Staff - Past Presidents		
Date of Event		Pick-up Time		Event Time	
Month	Day	Year		Start:	<input type="checkbox"/> am <input type="checkbox"/> pm
				Finish:	<input type="checkbox"/> am <input type="checkbox"/> pm
Facility Information – See Schedule A					
Number of people attending:			Purpose of Rental:		
Do you plan to sell food or any other product? If yes, contact Health Unit for approval.		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Will there be music?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Will you be having a band? If yes, sound by laws must be satisfied. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will paid duty police officers be in attendance?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Will you be having a disc jockey? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will an admission be charged?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Do you require additional electricity? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you plan to sell or serve alcohol?		<input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, fee for additional electricity \$	
Profits (if any) from admission fees, food, beverages sales will be used towards:					