



Box 451, 44 Bruce Rd #3
Mildmay, Ontario N0G 2J0
519-367-5403

2019 RENTAL AGREEMENT

between
Mildmay Tent Rentals Limited
and
Ray Herd - July 20th

1. **Deposits** – The deposit is non-refundable.
2. **Permits** – Unless other arrangements have been made in writing, the customer agrees to obtain all necessary permits (municipal or otherwise) at their expense and deliver same to Mildmay Tent Rental before the installation of the equipment.
3. **Site** – The customer agrees to clear the site upon which the equipment is to be installed of all structures and other impediments. Mildmay Tent Rental shall not be responsible for damage to the ground or any paved portion of the site, nor for damage to trees or flowers or shrubs adjacent to the lands resulting from the installation of the equipment. If the terrain is not suitable to securely hold the type of stakes normally used for guying tents, the customer will be responsible for acquiring cement blocks as required.
4. **Storm conditions at Time for Installation** – If, in the opinion of Mildmay Tent Rental the weather conditions at the date for installation of the tent are such that there is a clear risk of damage to the equipment during the installation procedure, the customer shall elect between postponing the installation until the following day or cancelling this agreement subject to payment of a cancellation charge of one-third(1/3) of the total price.
5. **Underground Services** – Prior to the commencement of installation, the customer shall clearly identify on the ground for Mildmay Tent Rental the location of all underground pipes wires or other utility equipment on the lands and in the event of default in this connection, the customer shall be responsible for all damage to the said utility caused by the stakes or other equipment.
6. **Damage to the Equipment** – The customer shall be liable to Mildmay Tent Rental for all damage, including but not limited to disappearance. Soiling or staining of all or any parts of the equipment due to any cause whatever, the customer agrees to notify Mildmay Tent Rental within twelve (12) hours.
7. **Acts of God** – Mildmay Tent Rental shall not be liable to the customer of any delay or non-completing of the contract caused by Acts of God, strikes, boycotts, civil insurrections or commotion or other conditions beyond the control of Mildmay Tent Rental.
8. **Fire** – Although Mildmay Tent Rental uses only flame-resistant fabrics in its tent structure, it does not warrant that all equipment is fireproof or flame-resistant. The customer shall take every precaution to prevent fire, and in the event of any neglect in this regard, the customer shall make good any damage suffered by Mildmay Tent Rental.
9. **Accidents** – The customer shall take all necessary precautions to prevent accidents occurring as a result of persons falling over or coming into contact with the tent, including guy ropes, wires, stakes and other equipment used to support the tent, and in any event of any accidents occurring in this regard, the customer indemnifies Mildmay Tent Rental.
10. **Vandalism** – The customer shall take all necessary precautions to prevent loss of or damage to the equipment by vandalism, defacement, theft, arson or other unlawful behavior, and in the event of default in this connection, the customer shall be responsible to make good on all such loss or damage.
11. **Equipment Failure** – If there is any failure of equipment, whether in form of total collapse or other damage, so that the equipment cannot be fully and safely used and if the said failure is caused by winds exceeding 60 kilometres an hour or by lightning, hail, snow, sleet or freezing rain, Mildmay Tent Rental shall not be liable for any loss or damage incurred by the customer arising from such failure, or if any claim is made against Mildmay Tent Rental by a third party for loss or damage arising from failure, the customer shall indemnify and hold harmless Mildmay Tent Rental for any such claim, the customer shall remain liable to Mildmay Tent Rental of all rental charges pro-rated up to the time of such failure, and if the customer wishes Mildmay Tent Rental shall do so provided the customer pays for the cost of such additional work and provided Mildmay Tent Rental has substitute equipment available if required,
12. **Stalls or Booths** – The customer agrees that no stalls, display booths, or other structures shall be constructed under the tent within a distance of ten inches(10) from the roof of the tent.
13. **Legal Costs** – In the event that it is necessary for Mildmay Tent Rental to employ a lawyer to recover the equipment or collect the rental or any damages properly payable by the customer, the customer shall reimburse Mildmay Tent Rental for legal costs.
14. **Alterations** – No alterations of any kind to this contract shall be binding upon Mildmay Tent Rental unless authorized in writing by an officer of Mildmay Tent Rental.
15. **Governing Law** – This agreement shall be governed and constructed in accordance with the laws of the province of Ontario. The parties hereto attorn and submit to the laws of the province of Ontario.

I acknowledge and agree to the terms and conditions set forth above.

Customer signature

Date