

# EQUIPMENT RENTAL AGREEMENT

Location: \_\_\_\_\_ Agreement No.: \_\_\_\_\_

## Lessor Information:

Full Name/Company Name: \_\_\_\_\_

Business Number / Registration No.: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Lessee Information:

Full Name/Company Name: \_\_\_\_\_

Business Number / Registration No.: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Equipment Description:

Make/Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Condition at Rental: \_\_\_\_\_

## Rental Terms:

Rental Period: \_\_\_\_\_ Start Date: \_\_\_\_\_

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

Rental Rate: \_\_\_\_\_ CAD

Payment Schedule and Method: \_\_\_\_\_

## Clause 1 – Rental Agreement

Lessor hereby rents to Lessee, and Lessee hereby rents from Lessor, the equipment described above (the “Equipment”) under the terms and conditions set forth in this Agreement.

## Clause 2 – Condition and Inspection

Lessee acknowledges receipt of the Equipment in good operating condition and repair, except as noted herein. Lessee agrees to inspect the Equipment prior to use and to notify Lessor immediately of any defects or damage.

## Clause 3 – Use and Care

Lessee agrees to use the Equipment in a careful and proper manner, in compliance with all applicable laws, regulations, and manufacturer guidelines, and to prevent damage, loss, or theft.

## Clause 4 – Rental Payment

Lessee shall pay the rental fees as set forth in this Agreement, without deduction or offset, on the agreed schedule. Late payments shall bear interest at the maximum rate permitted by Canadian law.

## Clause 5 – Security Deposit

Lessee shall pay a security deposit in the amount agreed upon, refundable upon return of the Equipment in the agreed condition, subject to deductions for damage, loss, or unpaid charges.

**Clause 6 – Maintenance and Repairs**

Lessor shall perform all necessary maintenance to keep the Equipment in good working condition during the rental period, except that Lessee shall be responsible for damage caused by misuse, abuse, or neglect.

**Clause 7 – Liability and Indemnity**

Lessee assumes all risk of loss, damage, or injury arising from the use, possession, or operation of the Equipment during the rental period and agrees to indemnify and hold Lessor harmless from any claims, damages, or expenses.

**Clause 8 – Insurance**

Lessee shall maintain adequate insurance coverage for the Equipment during the rental period, naming Lessor as an additional insured or loss payee as applicable.

**Clause 9 – Loss or Damage**

Lessee shall immediately notify Lessor of any loss, theft, or damage to the Equipment. Lessee shall be responsible for the cost of repair or replacement, less normal wear and tear.

**Clause 10 – Return of Equipment**

Lessee shall return the Equipment to Lessor at the agreed location and time in the same condition as received, normal wear and tear excepted. Failure to return Equipment timely may incur additional charges.

**Clause 11 – Default and Termination**

In the event of Lessee's default in payment or breach of any term herein, Lessor may terminate this Agreement immediately, retake possession of the Equipment, and pursue all available remedies at law or equity.

**Clause 12 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory where the Equipment is rented, without regard to conflict of law principles.

**Clause 13 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

**Clause 14 – Amendments**

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

**Clause 15 – Notices**

All notices required or permitted under this Agreement shall be in writing and delivered personally, sent by certified mail, or by electronic means with confirmation of receipt to the addresses set forth herein.

**Clause 16 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Clause 17 – Waiver**

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

**Clause 18 – Assignment**

Lessee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of Lessor.

**Clause 19 – Force Majeure**

Neither party shall be liable for failure or delay in performing obligations due to causes beyond their reasonable control, including acts of God, government action, or labor disputes.

**Clause 20 – Signatures; Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

**LESSOR'S SIGNATURE**

**LESSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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