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**POLICY:** DISTRICT OF STEWART EQUIPMENT RENTALS

**SECTION:** Administration **POLICY #:** ADM-019

**PREPARED BY:** Ralph Gillis **PAGE:** 1 of 6  
Chief Administrative Officer

**EFFECTIVE DATE:** Adopted by Council May 13, 2019

**SUPERCEDES:** N/A

**AUTHORIZED:**

  
Gina McKay  
Mayor

  
Ralph Gillis  
Chief Administrative Officer

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**PURPOSE:**

The District of Stewart seeks to maximize service to the community by providing rental of items that are not accessible from anywhere else within the municipality.

**POLICY:**

Through the Rentals policy, a mechanism is established to provide for appropriate and timely review of rental requests and outline the procedure for booking, making deposits & payment, and serve as a tool for communication with the lessee and serve to protect the patrons and the equipment itself.

**PROCEDURE**

Administrative procedure for renting tables, chairs and porta-potties, projector, etc.

1. **Priority/Seasonal Bookings**

All standing/annual bookings shall be given first priority, and must be confirmed in writing at least six (6) months in advance (ie: Canada Day, Bear Arts Festival, etc.)

2. **Residential Bookings**

Residents requiring items for private events outside of District facilities must request the item in writing at least 30 days in advance of the event.

3. **Rentals**

A User agreement outlining the general rights and responsibilities of the District and the Renter shall be signed by both parties.

Rental Fees and required deposit shall be paid in full prior to access to the equipment. (See Rates and Charges Schedule in the most current Fees & Charges Bylaw)

The equipment rented must be returned in the same condition in which they were received.

**4. Damage Deposits**

A damage deposit is required for all rentals which will be returned within 14 days upon satisfactory inspection of the facility by authorized personnel. All fees for repair of damages to an item and/or extra cleaning resulting from the rental will be deducted from the damage deposit. Any fees over and above the deposit amount will be invoiced to the renter.

Events that are considered to be high risk may require a larger damage deposit at the discretion of the District.

**5. Responsibilities of the Lessee**

Tables and Chairs, projector and/or screen must be picked up by the Lessee from the District at a mutually convenient time and must be returned to the location as directed by the District the next business day after the event.

A "Call Out" fee will be charged to the renter in the event that facility staff are called after hours to assist with the rented equipment.

**6. Responsibilities of the District**

The District will deliver and pick up the Porta-Potties from the private location.

# Rental Application Form

\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Name of Organization (if applicable)

\_\_\_\_\_  
Address Location for Rental Equipment

\_\_\_\_\_  
Name of Event (if applicable)

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Date Required

**Check Items to be Rented:**

		<b>Damage Deposit Amount:</b>	<b>Damage Deposit Received?</b>	<b>Rental Fee Required:</b>	<b>Rental Fee Received</b>
<input type="checkbox"/> <b>Tables</b>	# Required: _____				
<input type="checkbox"/> <b>Chairs</b>	# Required: _____				
<input type="checkbox"/> <b>Projector</b>					
<input type="checkbox"/> <b>Screen</b>					
<input type="checkbox"/> <b>Porta-potties</b>	# Required: _____				
<input type="checkbox"/> <b>Other:</b> _____					

**EQUIPMENT RENTAL AGREEMENT (LEASE)**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by and between \_\_\_\_\_

\_\_\_\_\_ hereafter called the *Lessee*,

AND the **District of Stewart**, hereafter called the *Lessor*.

Lessee and Lessor, for the consideration hereafter named, agree as follows:

Under the General Conditions of Lease, Lessor hereby leases to Lessee all equipment named and identified in the rental application form for use at such location and at such rental rate for approximately such time as is therein stated. Lessor shall furnish such equipment, in operative condition.

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

District of Stewart, Lessor    By: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Lessee): \_\_\_\_\_ Phone # \_\_\_\_\_

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

\_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL CONDITIONS OF EQUIPMENT LEASE

*The conditions of lease here below stated, together with the Agreement above of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".*

- 1) RENTAL PERIOD: The Rental period shall cover all time consumed in transporting the equipment, including the date of delivery and the date of return. This Rental shall begin on the above date and shall terminate on return in fully working condition to the Lessor. If the equipment has to be repaired to return it to a fully working state the equipment will continue to be rented until it is repaired. The Rental period will end only when the equipment has been returned to a fully working state.
- 2) RENTAL CHARGES: Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate set forth herein.
- 3) PAYMENT: The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in \_\_\_advance or ( if advance is not selected) upon the return of the equipment. Lessee shall pay Lessor interest at ten percent (10%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including attorneys' fees.
- 4) SECURITY DEPOSIT: Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.
- 5) FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE: Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment.
- 6) RISK OF LOSS OR DAMAGE: The Lessee assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear. The Lessor or their appointed agent will determine normal wear and tear. All determinations made by the Lessor are final. If the equipment is not returned to the Lessor for any reason, Lessee shall pay to the Lessor the Replacement Cost of the equipment. If no Replacement Cost is designated herein, Lessee shall pay the actual cost of replacing the equipment at the time of replacement.
- 7) MAINTENANCE AND OPERATION: Lessee shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at Lessee's own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such to Lessor in the same condition as received, ordinary and reasonable wear and tear resulting from proper use thereof excepted.

- 8) REPAIRS: The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee.
- 9) CARE AND OPERATION OF EQUIPMENT: The equipment may only be used and operated in a careful and proper manner and at the location set forth herein. 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.
- 10) DISCLAIMER OF WARRANTIES: LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.
- 11) INDEMNITY: Lessee shall indemnify Lessor, and its agents and employees against, and hold Lessor and its agents and employees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Lessor, and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.
- 12) ASSIGNMENT: The Lessee shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.
- 13) **ENTIRE AGREEMENT AND MODIFICATION: This contract 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 contract replaces any and all prior agreements between the parties.**
- 14) GOVERNING LAW: This contract shall be construed in accordance with the laws of the District of Stewart.