



Wild Rose

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement") dated this _____ day of _____,

BETWEEN:

Wild Rose Co-op Liquor of 5026 – 50th street Killam, AB T0B2L0

(the "Lessor")

OF THE FIRST PART

- AND -

of _____

(the "Lessee")

OF THE SECOND PART

(the Lessor and Lessee are collectively the "Parties")

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
 1. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.



Wild Rose

2. "Equipment" means Refrigerated Trailer which has an approximate value of \$60,000.00.
3. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

3. The Agreement commences on _____ day of _____, _____ and will continue until _____ day of _____, _____ when it terminates.

Rent and Deposit

4. The rent for the Equipment, exclusive of GST, will be \$250.00 for a day or \$600.00 for the weekend (the "Rent") and the Rent will be paid prior to the Lessee taking possession of the Equipment. The weekend rate is Friday through Sunday, not including holiday Mondays.
5. The Lessee will pay a deposit of \$500.00 (the "Deposit") before taking possession of the Equipment. The Lessor will refund the Deposit to the Lessee at the end of the Term provided that the Lessee has performed all of the Lessee's obligations under this Agreement.
6. The Lessee will pay a \$100.00 cleaning/ sanitation fee for keg lines if used.

Delivery of Equipment

7. The Lessee will, at the Lessee's own expense and risk, pick up and transport the Equipment from Wild Rose Coop Liquor Killam, Alberta.

Use of Equipment

8. Towing Capacity – A suitable ½ ton or higher is capable of towing up to 10,000 lbs. and therefore is appropriate for towing this equipment.



Wild Rose

You may decorate the event trailer if you tag us in your media posts, @wildrosecoopliquor.

No drilling, marking, tape or permanent fixtures may be attached to the trailer without the prior written consent of the Lessor. If decorations damage the trailer, lessee will be held financially accountable for any and all repairs caused by decoration.

The extension cord provided is the only cord allowed to be used for the trailer. If you require a longer one, do let us know.

Repair and Maintenance of Equipment

9. The Lessor will, at the Lessor's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will supply all parts that are necessary to keep the Equipment in such a state.

Warranties

10. The Equipment will be in good working order and good condition upon pickup.
11. The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used.

Loss and Damage

12. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
13. If the Equipment is lost or damaged, the Lessee will forgo the damage deposit. If the cost to repair or replace is higher than the damage deposit, the Lessee will be responsible for those costs.
14. In the event of Total Loss of the Equipment, the Lessee will pay the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

Ownership, Right to Lease and Quiet Enjoyment

15. The Equipment is the property of the Lessor and will remain the property of the Lessor.



Wild Rose

16. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment security in any manner.

17. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.

18. The Lessor warrants that so long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

Surrender

19. At the end of the Term or upon early termination of this Agreement, the Lessee will return the Equipment at the Lessee's cost, expense and risk to the Lessor by delivering the Equipment to Wild Rose Co-op Liquor Killam, Alberta. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.

Insurance

20. The Lessee will, during the whole Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment and will name the Lessor as the loss payee.

21. The insurance will be in the joint name of the Lessor and the Lessee so that both the Lessor and Lessee will be protected from liability and will provide primary and non-contributing coverage for the Lessor. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Lessor with thirty (30) days written notice stating when such modification or cancellation will be effective.

22. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.



Wild Rose

23. The Lessee appoints the Lessor as the Lessee's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any insurance policy required by this Agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.

Indemnity

24. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

Default

25. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:

1. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement.
2. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

Remedies

26. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

1. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
2. Apply the Deposit toward any amount owing to the Lessor.
3. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.



Wild Rose

4. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
5. Terminate this Agreement immediately upon written notice to the Lessee.
6. Pursue any other remedy available in law or equity.

Additional Clauses

27. Any tickets will be the responsibility of the Lessee.
28. Minimum \$750.00 liquor order is required to book the Equipment.
29. The Lessee will receive 10% off at the Killam, Camrose or Sedgewick Food Stores for event products.
30. The Lessee will receive a 10% discount on their liquor order if it is over \$2,000.00
31. Booking under your member number, you will receive patronage.

Entire Agreement

32. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

33. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Wild Rose Co-op Liquor, 5026-50th street Killam, AB T0B 2L0

Lessee:



Wild Rose

Payment

34. All dollar amounts in this agreement refer to Canadian dollars, and all payments required to be paid under this Agreement will be paid in Canadian dollars unless the Parties agree otherwise.

Governing Law

35. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta without regard to the jurisdiction in which any action or special proceeding may instituted.

Severability

36. If there is a conflict between any provision of this Agreement and the applicable legislation of the Province of Alberta (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

General Terms

38. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

39. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, Government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the Party whose performance is affected.



Wild Rose

Notice to Lessee

40. **NOTICE TO THE LESSEE:** This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a complete copy of this Agreement when you sign it.

Rental Agreement

41. The Renter and the successors and assigns release and forever discharge the Owner and successors and assigns against all suits, claims, actions, or demands of any nature or kind which the Owner may become liable for by any reason of any breach or non-performance by the renter of any term hereof, expressed or implied, or by reason for any injury occasioned to or suffered by any person or any property resulting from any wrongful act, neglect, or default on the part of the Renter or any of the Renter's employees, agents, or servants arising out of the use and possession by the Renter of the rental agreement. The customer is responsible for insurance of the rental unit, and its load/ contents.

Signature

IN WITNESS WHEREOF _____ has duly affixed its signature under hand and seal and Wild Rose Co-op Liquor has affixed its signature by a duly authorized officer under seal on this _____ day of _____, _____

(Witness)

Wild Rose Co-op Liquor

Per: _____ (c/s)

(Witness)

(Lessee)





Wild Rose

SAMPLE