



TOWN OF KINDERSLEY EQUIPMENT RENTAL AGREEMENT

The Town of Kindersley
Community Services, P.O. Box 1269, 106 5th Avenue East
Kindersley, SK S0L 1S0
PH: (306) 463-2675 Fax: (306) 463-4577
Email: culture@kindersley.ca for music equipment
Email: rec@kindersley.ca for events equipment

APPLICANT GENERAL INFORMATION

Name of Individual/Organization: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone: _____ Email: _____

Organization Represented: _____

Additional Contacts: _____

EQUIPMENT TO BE USED:

Location of intended use:

Frequency of Use (single date or multiple dates):

Time of use:

Time in: _____

Time out: _____

Start Date:

Finish Date:

Total Fees Payable: Rental \$ _____
Contracted \$ _____
GST \$ _____

Check if not applicable

Total Fees Payable: _____

Security/Damage/Key Deposit:

*****Note: Access to Equipment will be provided to the applicant upon receipt of a \$50 deposit cheque made payable to the Town of Kindersley. Arrangements for time of access and return of equipment will be made with Town Administration.**

Will equipment be used for a public event: Yes No

If yes, do you consent to this event being advertised through Town of Kindersley media? Yes No

Please provide a description of your event for public information: _____

POLICIES AND CONDITIONS OF RENTAL:

1. The Town of Kindersley reserves the right to cancel this Agreement at any time for cause.
2. The Town of Kindersley reserves the right to cancel any rental, but shall make best efforts to provide an alternate date or dates for the applicant. The Town of Kindersley shall provide 48 hours notice to the applicant prior to any cancelled rental time.
3. If the applicant wishes to cancel a rental date, they must notify the Town of Kindersley 48 hours prior to the rental time. If such notice is not provided, the applicant shall be responsible for full payment of the rental time.
4. Use is restricted to the facilities within the Town of Kindersley.
5. The applicant is NOT permitted to sublet or assign the equipment to any other persons or organizations without the consent of the Town of Kindersley.
6. The applicant acknowledges that they are familiar with how to operate the equipment safely and correctly, the applicant further acknowledges and understands that the Town of Kindersley has not agreed to nor have they provided any operators with this equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. The Applicant understands that some equipment has complex electrical components and that safety depends upon applicant providing correct operation of and the use of the equipment at all times. The applicant further agrees to keep all equipment away from water and not to use the equipment outdoors in inclement weather. By entering into this agreement the applicant acknowledges that there is a risk of injury or damage arising out of the use of this equipment. The Applicant voluntarily agrees to take all precautions keep and maintain all safety for the correct, safe operation of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified, nor shall the customer allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation.
7. The applicant shall leave the area used in a clean and sanitary condition, that is, the same condition as provided by the Town of Kindersley, and that all equipment used which is the property of the Town of Kindersley is returned to its proper secure location.
8. The applicant is responsible for all fees levied in accordance with this agreement, including but not limited to costs associated with any breach of this agreement, and for any repairs above and beyond the damage deposit paid.
9. The applicant shall ensure that proper supervision of all invitees or licensees of the applicant is provided at all times.

- 10. The applicant renting the equipment shall be responsible for all damages caused to equipment belonging to the Town of Kindersley, reasonable wear and tear considered. Any such damages are to be repaired or paid for to the full satisfaction of the Town of Kindersley. All equipment must be inspected by the applicant prior to use, and any damage reported to the Town.
- 11. Access will be provided through arrangement with Town Administration at a time mutually agreed upon. A \$50 deposit applies.
- 12. The applicant shall be responsible to carry such insurance as may be necessary for its personnel and shall assume full liability for any accident occurring in connection with the rental of the equipment.
- 13. **The applicant hereby agrees to indemnify and save harmless the Town of Kindersley inform and against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury [including death], personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence for which the equipment is used or by which the use of the equipment has resulted in, or occasioned wholly or in part by any act or omission of the applicant, its employees, agents, invitees or licensees or by any person permitted by the applicant to use the equipment, or by the failure of the applicant to comply with any term or provision of this agreement.**

Initials of applicant

FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN CANCELLATION OF AGREEMENT AND LOSS OF ANY SECURITY DEPOSIT PAID.

DISCLAIMER:

I/we, the undersigned, have read, understand and agree to the terms and conditions of this agreement which are stated herein and hereby accept the same on behalf of myself and the members of the organization, term or association, this ___ day of _____, 20__.

Applicant's Signature

Approved by the Town of Kindersley this _____ day of _____, 20__.

THE TOWN OF KINDERSLEY

Per: _____
Chief Administrative Officer

Per: _____