



Box 70
Marengo, Saskatchewan
S0L 2K0

(306) 968-2922
(306) 912-8922 fax
rm292.rm322@sasktel.net

Equipment Rental Agreement

Individual/Company responsible for equipment rental: _____

Mailing Address: _____

Location equipment will be used: _____

Phone: _____ Email: _____

List of equipment to be rented: _____

Pickup Date: _____ Rental Payment and \$500 Deposit Confirmed with office (Y/N): _____

Return Date: _____ Inspection Completed by: _____

(Pickup/Return at the Alsask Gopher Dip Pool located 1 Base Road, Alsask)

TERMS AND CONDITIONS

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the renter acknowledges that there are safety and operating instructions with the equipment and agrees to review those instructions and ensure operation is in accordance with those instructions. Renter further acknowledges and understands that the **Rural Municipality of Milton No. 292** has not agreed to, nor have provided any operators with this equipment, and that the Renter is solely responsible for the correct and safe operation of this equipment. Renter understands that children's safety depends upon Renter providing AT ALL TIMES correct operation of and the use of the equipment. Renter acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Renter voluntarily agrees to keep and maintain all safety rules for the correct, safe operation, and installation, and use of equipment; and to assume any and all risk of injury or damage. In particular, Renter will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from the Renter on the safe operation and use of the equipment, nor shall the Renter 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.

2. General Release/Indemnity/Hold Harmless: I, _____ (Renter) understand and acknowledge that use of the equipment entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage, or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless the **Rural Municipality of Milton No. 292** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should the **Rural Municipality of Milton No. 292** or anyone acting on behalf of the **Rural Municipality of Milton No. 292** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold the **Rural Municipality of Milton No. 292** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against the **Rural Municipality of Milton No. 292**, it is agreed to do so solely in the Province of Saskatchewan. I agree that if any portion of this agreement is found to be void or unenforceable.

the remaining portions shall remain in full force and effect. Rules are included with this agreement and an Operations Guide for the equipment have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

3. Identity of Parties: For the purposes of this Rental Agreement the **Rural Municipality of Milton No. 292** " shall mean the **Rural Municipality of Milton No. 292**, its officers, employees, and council and "Renter" shall mean the individual(s) or company responsible for the equipment rental listed on page 1 of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

4. Equipment, Payment, and Term of Agreement: Renter agrees to rent the equipment from the **Rural Municipality of Milton No. 292** under the terms listed in this agreement. Renter's obligations arising under the terms and conditions of this Agreement shall run from receipt of the equipment to the actual return of the equipment by **the Renter**.

5. Returned Check policy: In the event that a check is returned to the **Rural Municipality of Milton No. 292** for insufficient funds the Renter agrees to pay the total rental price as well as any additional NSF fees to the **Rural Municipality of Milton No. 292** immediately upon notice.

6. Severe Weather (Outside Pools): The **Rural Municipality of Milton No.** reserves the right to cancel or reschedule your rental prior to receipt of the equipment if severe weather conditions are imminent or if there is any reason to believe that the equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, hail, and lightening. In the event of severe weather during a rental, the Renter agrees that they will not use the equipment until the severe weather ends.

7. Receipt/Inspection of Equipment: Renter obtains the equipment on an "as is" basis. The Renter acknowledges that they will personally inspect the equipment prior to its use and will read the rules and operating/safety instructions prior to use. Renter specifically agrees that such equipment will not be used if they find that it is not suitable for their needs. Renter acknowledges receipt of all equipment items listed in this Agreement, and that they are in good working order.

8. Possession/Title: The Renter's right to possession of the equipment begins upon receipt of the equipment and terminates on the actual return of item to the **Rural Municipality of Milton No. 292 Alsask Gopher Dip Pool**. Retention of possession, or any failure to return or permit the pickup of the equipment on the return date of the rental term listed above specified constitutes a material breach of this Agreement. In the event that the equipment is not returned for any reason, including theft, the Renter is obligated to pay to the **Rural Municipality of Milton No. 292** the full replacement cost for such equipment and all incidental costs associated with the attempted pick up or recovery of the equipment by the **Rural Municipality of Milton No. 292**. Title to the equipment is and shall remain in the **Rural Municipality of Milton No. 292**. Renter agrees to keep the equipment in their custody and control from the time of receipt of the items, until returned to the **Rural Municipality of Milton No. 292 Alsask Gopher Dip Pool**. Renter shall not cause nor permit any of the equipment items to be sublet, rented, sold, or be used other than at the address of use listed in the rental agreement, or otherwise transfer such items. If equipment items are not returned and/or levied upon for any reason whatsoever, the **Rural Municipality of Milton No. 292** may retake possession of said equipment without further notice or legal process and use whatever force is reasonably necessary to do so. Renter hereby agrees to indemnify, defend, and hold the **Rural Municipality of Milton No. 292** harmless from any and all claims and costs arising from such retaking and/or levy. If equipment are levied upon, or otherwise moved from the deemed address of use. The Renter shall notify the **Rural Municipality of Milton No. 292** immediately.

9. Care of the Equipment: Renter shall be responsible for any and all damage of the equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. The Renter shall be liable to the **Rural Municipality of Milton No. 292** for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the equipment, or cost to repair the equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of the equipment with non-approved items such as chemicals, non- approved food, mud, clay, or other materials. **If the equipment is not returned dry and properly rolled for storage, (per the operations manual) the cost for staff to complete these duties will be due/payable.**

10. Equipment Problems: Should any of the equipment develop a problem, or does not function correctly at anytime, or the Renter does not understand the operating instructions. The Renter agrees to immediately cease use of the equipment. In particular, if the equipment begins to deflate, Renter will immediately have the users exit the equipment and check for the reason. If the cause can be corrected, fully re-inflate the equipment prior to permitting anyone to use the equipment. If you cannot correct the issue do not use and contact the Pool Manager-306-968-2288.

11. Limited Warranty: Rural Municipality of Milton No. 292 warrants that the equipment under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject solely to this warranty. The **Rural Municipality of Milton No. 292** sole and exclusive obligations under this warranty is limited to repair or replacement of the equipment when the **Rural Municipality of Milton No. 292** determines that it does not conform to this warranty. The **Rural Municipality of Milton No. 292** makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for the Renter's particular intended use, or that it is free of latent defects. The **Rural Municipality of Milton No. 292** shall not be responsible to the Renter or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. The **Rural Municipality of Milton No. 292** shall not be responsible for any defect or failure unknown to the **Rural Municipality of Milton No. 292** at the time of delivery.

12. Compliance with Laws: Renter agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Renter agrees at their sole cost and expense to comply with all municipal, provincial, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the equipment during the usage period. Renter further agrees to pay all licenses, fines, fees, permits, or taxes arising from their use of the equipment, including any subsequently determined to be due. Renter is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

13. Renter Acknowledgment: Renter acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

14. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

15. Entire Agreement: This Agreement constitutes the full agreement between the **Rural Municipality of Milton No. 292** and the Renter. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Renter acknowledges the receipt of the equipment that is the subject of this Agreement and General Release and the fact that it is in good working order.

I, _____ (Renter), HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE RENTER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

Renter Signature

DATE

Witness

DATE

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail basic safe operational guidelines for the equipment you are leasing from the **Rural Municipality of Milton No. 292**. To ensure safe operation of the equipment, it is your responsibility to review the Operations Guide and product information sheets that are included with the equipment rental. Please read these rules aloud to all persons that are supervising during your rental period. Further, you are encouraged to direct any questions you may have about the operation of the equipment to the Pool Manager before you begin use of the equipment.

Supervision: The safety of persons depends on you. Lifeguard supervision is absolutely required at all times. As the renter of the equipment, the safety of the users is your responsibility. As such, you should position lifeguards in close proximity to be prepared to assist. By also limiting the number of users on the equipment at any one-time lifeguarding will be more effective

- Any child using the equipment should be able to swim at least 1 x length of the pool or wear life jackets if they cannot.
- Limiting the number of children on the product is important. Follow the recommendations of the manufacturer contained in the operations manual and information sheets. Users should proceed the equipment one at a time.
- Users are not to behave in a reckless manner and will have no contact with any other user on the equipment.
- A strict no diving rule shall be enforced.
- **Under no circumstances should swimming under the equipment be allowed.**
- No over boisterous behaviour that can lead to safety hazards shall be allowed.
- Do not climb onto the equipment whilst the equipment is out of the water. Do not climb onto the equipment whilst the equipment is not securely anchored.
- No-one may take onto the equipment sharp or dangerous objects such as buckles, pens, keys, knives, jewelry, watches, etc. Glasses are best removed.

Installation: The equipment requires 2 persons to lift, this prevents damage to the equipment. Follow the set up, take down, and operating procedures included in the operations manual. Keep the equipment away from the edge of the swimming pool by using the ties downs to prevent damage. The equipment is not to be used on any surface other than floating on the water of a swimming pool.

Inclement Weather: Once there is a threat of inclement weather, including strong winds (at or in excess of 35 kph), thunderstorms (especially when lightening is present), or severe cold weather (below 5 degrees C), children should immediately exit the equipment. **Deflation:** Should the unit begin to deflate, immediately have the riders exit the pool. If the issue is corrected, fully re-inflate the unit prior to permitting anyone to use the unit. Never allow riders in or on partially inflated equipment. Contact the Pool Manager-306-968-2288 for instruction if needed.

Negligence or Abuse: Costs associated with negligence or abuse of equipment will be assessed. This may include cleaning, repairs, and/or replacement cost of the unit if it is not repairable. No alteration or attachments to the equipment are allowed.

I hereby acknowledge, as witnessed by my signature, that I have read the above safety rules cited in this agreement. I agree that before commencing operation of the equipment, I will ensure all aspects of this agreement will be followed.

Individual/Company responsible for Equipment: _____

Renter Signature _____ Date _____