



RENTAL AGREEMENT

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| Order Date: | | Equipment: |
| Start Date & Time: | | |
| End Date & Time: | | |
| Client: | | |
| Address: | | Payment Terms: |
| Phone: | | |
| Email: | | |
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IN CONSIDERATION of the rents, covenants and conditions to be paid, performed and observed hereunder, 1260223 Alberta Limited operating as TNT Inflatables (herein referred to as “**TNT Inflatables**”) agrees to lease to the Client and the Client agrees to lease from TNT Inflatables the Equipment above subject to the covenants, conditions and provisions set forth in this Agreement.

- Inspection:** The Client acknowledges that they have had an opportunity to inspect the Equipment, find the Equipment in good condition that is suitable for their needs. The Client also agrees to inspect the Equipment periodically. The Equipment is delivered on an “as-is-where-is” basis and will be deemed to have been delivered to the Client in good working order and repair.
- Title:** The Equipment shall remain the property of TNT Inflatables, and the Client shall have no right, title or interest in the Equipment except the right to use them in accordance with the terms of this Agreement. The Client will keep the Equipment free from any and all liens and encumbrances.
- Warranties:** There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that the Equipment is suited for the client’s intended use or that it is free from defects. TNT Inflatables make no warranty of any said Equipment and the client agrees to notify TNT Inflatables immediately if any of the Equipment develops an indication of defect or improper working condition. The Client agrees to use said Equipment entirely at their own risk, to be liable for any damage to persons, it’s agents, servants, and employees from any and all liability resulting from the operation or use of the Equipment.
- Payment:** The Client shall pay to TNT Inflatables in accordance with the Payment Terms including applicable Provincial or Federal sales, goods and services, use, excise, personal property and other taxes and all occupational and other governmental fees, taxes, assessments and charges payable or imposed during the term hereof with respect to the use, ownership, possession, rental, transportation, or delivery of the Equipment.
- Reservation Deposit:** A deposit of 50% of the total value of rental and related services (the “**Deposit**”) is required at the time this Agreement is signed. The Deposit will be applied to the total final invoice upon completion of the Agreement term. The Deposit is held as security against the damage, misuse, theft or any other loss incurred in relation to the Equipment or rental services. TNT Inflatables may also retain the Deposit if the Client cancels or otherwise advises that it no longer requires the Equipment with less than 48 hours prior written notice, regardless of the reason for cancellation.
- Inclement Weather:** TNT Inflatables will not, under any circumstance, be responsible nor liable for inclement weather and/or any other conditions which may cause the delay or cancellation of an event, and in any such instance, refunds, credits and/or rain-checks will not be issued. In the event of severe weather conditions (rain, high winds etc.) TNT Inflatables reserve the right to cancel your reservations. The Client acknowledges that TNT Inflatables is unable to predict such circumstances, and incurs costs and expenses to provide the Equipment and services before weather conditions can be known with any certainty, and the Deposit may be retained to cover these advance costs and expenses in the event of cancellations.
- Operation of Equipment:** The Client agrees that the Equipment shall be used and operated only by persons competent in its operation. The Client further agrees to operate and maintain/service the Equipment in accordance with instructions during the time it is in his/her possession, regardless of rental time slated on this Agreement and any and all accompanied addendum(s), contract(s) and/or agreement(s), and understands neglect to do so may result in an additional charge. The Client acknowledges they understand proper use of the Equipment . The Client further agrees not to operate the Equipment in a careless or negligent manner.
- Own Use:** It is hereby agreed that the listed Equipment is rented from TNT Inflatables by the Client for the Client’s own use and the said Equipment will not be loaned, sublet, mortgaged or any other manner disposed by the Client.
- Damages:** The Client agrees to be liable for any loss of said Equipment by fire, theft or any other cause. The Client agrees to pay for loss or damage caused by negligence of the Client, his employees or persons to whom the Equipment is entrusted. The Client further



agrees to pay for loss or damage caused by the use of the Equipment in violation of any terms of this agreement, and/or any accompanied addendum(s), contract(s) and/or agreement(s). If the Client has insurance covering such loss or damage, the Client agrees to exercise all rights available to them under said insurance, take all action necessary to process the claim, and assign said claim and any and all proceeds from said insurance to TNT Inflatables. Upon request of TNT Inflatables, the Client shall furnish the name of his insurance agent, insurance company and complete information concerning coverage carried.

10. **Location:** It is further agreed that the Equipment shall be at the address specified by the Client, which address appears on the first page of this Agreement, and the Client grants TNT Inflatables the right to enter said property. No refunds will be awarded if the structure does not fit the location.
11. **Law and Regulations:** The Client shall comply with all laws, bylaws and regulations relating to the ownership, operation, and possession of the Equipment including those dealing with protection of the environment, health, and safety. The Client shall obtain all necessary permits and licensing required for use of the Equipment.
12. **Supervision and Care:** The Client agrees to supervise the operation, use and storage of the Equipment from the time the Equipment is put in the client's possession and/ or agreed premises until the time the Equipment is recovered from the Client's possession and/or agreed premises. The Client further agrees to surrender and return all the Equipment at the specified herein in the same condition in which it was received, normal wear and tear excepted. If the Client fails to return all the Equipment in the aforementioned condition and/or agreed return time, the Client agrees to pay TNT Inflatables the cost of the repair or replacement of any damaged or lost Equipment and/or any late fees to be determined by TNT Inflatables. The Client hereby agrees to supervise the operation, use and storage of the Equipment continuously and hereby assumes full responsibility for any injuries in which may result from said operation, use and storage.
13. **Hold Harmless Agreement:** The Client agrees to assume all risks and to indemnify and hold TNT Inflatables harmless for any claim, loss, injury or property damage caused by the Equipment and/or arising out of any services provided by TNT Inflatables pursuant to this Agreement. The client further agrees to hold TNT Inflatables harmless from any claims made by any person, not a party to this Agreement, which in any way may arise out of the operation, use, or storage of the Equipment.
14. **Pick-Up and Return Policy:**
 - Upon pick-up, outstanding payments are due in full.
 - Please pick-up and return the Equipment within the time listed on your invoice.
 - Late Equipment returns will be charged to the Client on daily rental basis at an amount to be determined by TNT Inflatables in its sole discretion.
 - The Client shall follow and review the check list when picking up the Equipment .
 - The Client shall arrive in a truck, van, or utility vehicle. No cars at permitted.
 - The Client shall make sure not to drag any of the Equipment on concrete or other rough surfaces which may scratch and damage the unit.
 - Damaged or missing Equipment will be charged to the Client according to repair and replacement fee.
 - All Equipment must be returned rolled and tied properly.
 - The Client will be charged for the cleaning and drying of dirty or wet Equipment returns by the hour for the service time required to clean and / or dry the Equipment, with the minimum fee being \$25.00 per hour.
15. **General:** This Agreement may only be amended by an agreement in writing between the parties. If TNT Inflatables fails to exercise or delays exercising any of its rights under this Agreement, such delay will not operate as a waiver of that right. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement cannot be cancelled or terminated except as expressly provided in this Agreement. TNT Inflatables may assign its interest and right on the Equipment and in this Agreement to any other person. The Client accepts such assignment without any set-off, compensation, counterclaim, or equities. The Client will not transfer, deliver up possession of or sublet the Equipment and this Agreement will not be assignable by the Client without the written permission of TNT Inflatables, which permission may be unreasonably and arbitrarily withheld. This Agreement shall be governed by the laws of the province Alberta. The headings contained in this Agreement are for the convenience only and do not form a part of the agreement between the parties. Notwithstanding anything else herein contained, time shall be of the essence.

By signing my name on this rental contract I, being the Client, contact person, the Client representative, or other individual assuming the role of Client, and/or on behalf of the Client, acknowledge that I have completely read and understand this Agreement and any and all accompanied addendum(s), contract(s) and/or agreement(s). I have been fully instructed by the proper personnel as a "trained operator" for the Equipment. I understand that I am solely responsible for adhering to the terms set forth by this Agreement and any and all accompanied addendum(s), contract(s), and/or agreement(s).

Signature: _____

Print Name: _____

Date: _____