## One Eye Entertainment 260014998 – Business Registration Number P: 519.619.7448

www.one-eye.ca

FB Page – www.facebook.com/1EyeEntertainment/ email: <u>oneeyeentertainment@outlook.com</u>

	TOTAL DEPOSIT: AMOUNT DUE		
Order Date: Client:			
Address: Phone:			

- 1. **Inspection:** The client acknowledges that he/she has had an opportunity to personally inspect the equipment, find the equipment in good condition that is suitable for his/her needs. The client further acknowledges that it is his/her duty to inspect the equipment prior to use and notify One Eye Entertainment immediately of any defects. The client also agrees to inspect the equipment periodically.
- 2. **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 One Eye Entertainment makes no warranty of any said equipment and the client agrees to notify One Eye Entertainment immediately if any leased equipment develops an indication of deflect or improper working condition. The client agrees to use said equipment entirely at his/her 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 rented equipment.
- 3. **Operation of Equipment:** The client agrees that all rented 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 contract(s), and understands neglect to do so may result in an additional charge (late return will be charged at the rate of \$55.00 per day up to \$500.00). The client acknowledges he/she understands proper use of equipment. The client further agrees not to operate the equipment in a careless or negligent manner.
- 4. **General Terms and Conditions:** It is hereby agreed that the listed equipment is rented from One Eye Entertainment by the client for the client's own use and the said equipment will not be loaned, sub-let, mortgaged or any other manner disposed by the client. The client agrees to be liable for any loss of said equipment by fire, theft or any other cause. Once the equipment has been accepted, either verbally or by signature One Eye Entertainment would not be responsible for inclement weather and/or any other conditions which may cause the delay or cancellation of

an event. Refunds, credits and/or rain-checks will not be issued after an acceptance, verbal, signed or otherwise. Reservation deposits are non-refundable under any and all circumstances.

- 5. **Damages:** The client agrees to pay for loss or damage caused by negligence of the client, his employees or persons to whom the equipment is in trusted. 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 agreement(s) and/or addendums. If the client has insurance covering such loss or damage, the client agrees to exercise all rights available to him/her under said insurance, take all action necessary to process the claim, and assign said claim and any and all proceeds from said insurance to One Eye Entertainment. Upon request of One Eye Entertainment, the client shall furnish the name of his insurance agent, insurance company and complete information concerning coverage carried.
- 6. **Location:** It is further agreed that the rented equipment shall be at the address specified by the client, which address appears on the rental agreement, and the client grants One Eye Entertainment the right to enter said property.
- 7. **Supervision and Care:** The client agrees to supervise the operation, use and storage of the leased equipment from the time the equipment is put in the client's possession and/or agreed premises until the time the leased equipment is recovered from the client's possession and/or agreed premises. The client further agrees to surrender and return all the equipment leases 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 One Eye Entertainment the cost of the repair or replacement of any damaged or lost equipment and/or any late fees to be determined by One Eye Entertainment, up to and including \$500 per unit. The client hereby agrees to supervise the operation, use and storage of the leased equipment continuously and hereby assumes full responsibility for any injuries in which may result from said operation, use and storage.
- 8. **Hold Harmless Agreement:** The client agrees to assume all risks and hold One Eye Entertainment harmless for any property damage caused by the leased equipment and/or arising out of any possible One Eye Entertainment negligence. The client further agrees to hold One Eye Entertainment harmless from any claims made by any person, not a party to this lease which in any way may arise out of the operation, use, or storage of the leased equipment.
- 9. **Cancellations:** Customers that would like to view our equipment in person will need to make an appointment with a staff member of One Eye Entertainment. They will arrange a time and place to view our equipment. Inclement weather cancellations must be made by 8 a.m. on the day of the event. Upon pick-up or delivery, outstanding payments are due in full. In the event of severe weather conditions (rain, high winds etc.) we reserve the right to cancel your reservations. If conditions are not too severe we will give you the option of keeping it or not. If you decide to keep the unit for the term of the agreement, there will be no refunds

## 11. Rental Times

· Daily rental is between 3:00p.m. – following day 12.00pm

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 contract addendum 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 rented equipment. I understand that I am solely responsible for adhering to the terms set forth by this rental contract and any and all accompanied addendum(s), contract(s), and/or agreement(s).

<b>Equipment rented</b>					
DATE	NAME OF RENTER		SIGNATI	JRE	
			/		
Card Holder	Card number		Expiry	3 Digit code	Postal Code
	<del></del> _				
Pickup date/Time		Return Date/	Time		