**Tires Rental Agreement**

|  |  |  |  |
| --- | --- | --- | --- |
| ***Lessor (Owner)*** | | | |
| Name (Full) |  | Date of Birth |  |
| Address |  | | |
| Phone Number |  | | |
| ***Lessee (Customer)*** | | | |
| Name (Full) |  | Date of Birth |  |
| Address |  | | |
| Phone number |  | | |
| Driver License Number  and validity date |  | | |

BE IT KNOWN, that the undersigned Lessor lets the following personal property to Lessee described as follows:

|  |  |
| --- | --- |
| Number of Tires |  |
| Tire Type |  |
| Tire Width |  |
| Aspect Ratio |  |
| Construction Type |  |
| Wheel Diameter (in or cm ) |  |
| Load index |  |
| Speed Rating |  |

This Rental Agreement is subject to the following conditions and representations:

**1 Tenure:** This agreement shall t**ake effect** on the date of its execution and shall remain in force and the Lessee shall hold the tires abode described for a fixed period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days (\_\_) Weeks (\_\_) Months (\_\_) starting effectively on this day and time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. **If not earlier concluded, t**[his Agreement](https://www.lawinsider.com/clause/automatic-termination) shall terminate automatically Upon the expiration of the original term specified in this section without further act of the parties, unless the parties proceed in accordance with the terms set forth in section 5.

**2 Rent**: The rent due to Lessor from Lessee for this Agreement shall be the total sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable in full and in advance on this day.

**3 Form of Payment**: Both parties state that the payment will be made as follows (mark the option): Cash (\_\_) Credit Card (\_\_) Debit Card (\_\_). If the option “Cash” was selected, Lessor acknowledges hereby receipt of the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in down payment for the rent as full payment. If any of the options Credit Card or Debit Card was selected, the following information is provided in order to complete payment (Card Number, Card holder, expiration date):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4 Option to Purchase:** Lessee has the option to purchase the Tire/s without penalty if he is not in default under the terms of this Rental Agreement. The purchase price at Rental expiration will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus any applicable taxes and all costs related, if any. This option shall be exercise at any time by the Lessee, but if intended before the rental maturity date, Lessor shall not refund any sum from the Rent paid.

**5 Earlier termination – Return before maturity:** Parties agree that Tire/s let shall not be returned prior to the expiration date set above. Notwithstanding that, if under special or unforeseen circumstances Lessee requires such prior return to be performed, it shall be entirely up to the Lessor whether to accept it or not. In case of acceptance, Lessee agrees to pay Lessor a penalty consisting of a sum of money at least equal to 50% of the sum that should have been paid for the remaining days until expiration. No sum of money shall be returned to Lessee for terms elapsed prior to earlier termination, even if no use of the Tire/s at all.

**6 Use of Tire/s: Lessee shall use the Tire/s in reasonable, diligent way, within the technical and legal limits that may apply. Lessee is not allowed to use the Tire/s for any unlawful purpose or in violation of any law or technical regulation. Lessee shall not use the tires in any way, activity or terrain which may cause damages or may deteriorate the Tire/s beyond reasonable use. Lessee agree to maintain, service, and repair the Tire/s at his own expense. Lessee agree to follow the owner’s manual and to make all necessary repairs (performing the repairs at an authorized store only). Lessee agree to comply with the manufacturer’s request in any recall campaign. Lessee will not alter, mark, remove, or install equipment in the Tire/s without Lessor prior written consent. Lessee shall reimburse Lessor if said damages are discovered after the expiration of the Agreement and could be ascribed to Lessee. All costs incurred in restoring the Tire/s will be the Lessee’s responsibility.**

**7 Return of Tire/s: Upon expiration of the Agreement or upon the date agreed in case of the Section 5 Lessee shall return the Tire/s to the Lessor, at the Lessor’s address at the following time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**8 Warrants:** Lessor has no knowledge of any hidden defects in and to the Tire/s, and believes to the best of the Lessor's knowledge that the Tire/s being rented is/are in good condition. Said Tire/s is/are otherwise rented in “as is” condition. Lessor swears to the best of his knowledge that Tire/s has/have never being used beyond the reasonable and expected limits of a regular driver, and that it/they have never have any outstanding repair. In case that an outstanding repair was performed or a use which exceeds the reasonable and expected limits of a regular driver has been performed, Lessee is hereby informed as follows, accepting this condition and any risk that it may possess to the Lessor or other people or third party’s property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor warrants to Lessee that Lessor has good and marketable title to said property, full authority to rent said property, and that said property is rented free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

**9 Taxes**: it is upon agreed that any tax which may apply to this Rental Agreement sale will be afforded by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**10 Delivery of Goods**: (mark what is correct) 1. (\_\_\_) Lessee accepts the Tire/s rented and assumes at his own cost the delivery by the Lessor or taking them away by himself or by any other person authorized by Lessee on the following day and time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the Lessor’s address or from this location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. (\_\_\_) Lessor will deliver the Tire/s at his own cost on this day and time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Lessee‘s address abode described or to the following address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**11 Installation:** (mark what is correct) The Tire/s will be fitted by Lessor (\_\_\_) Lessee (\_\_\_\_\_) at the following cost: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**12 Legal disputes**: If a dispute arises out of this agreement, and the dispute cannot be resolved by negotiations between the parties, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The laws of Ontario and the laws of Canada applicable in that province govern this agreement. The parties agree that the courts of Ontario will have exclusive jurisdiction to hear and decide any litigation which may arise out of or relates to this agreement.

**13 Liability:** Both Lessor and Lessee agree that neither the owners of Tires on Rent (The Company) nor its officers, directors, employees, or agents are parties to this Agreement and shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from errors, mistakes, accidents caused by the nature, condition, fitness, technical suitability or not meeting technical/legal requirement of the Tire/s hereby rented or in case of inexistence, false/mislead identity, lack of technical suitability/knowledge of the parties, or any harmful / illegal event that parties may experience in person or property during the execution of this contract, indemnifying the company harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of breach of any contract or the quality or technical suitability / meeting of legal requirements of the tires offered.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessor Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date