

## RENTAL AGREEMENT

This RENTAL AGREEMENT (the "Agreement"), effective as of *(enter item pickup date)* (the "Effective Date"), is entered into by and between:

### **OWNER**

Name:

Email:

Telephone:

### **RENTER**

Name:

Email:

Telephone:

The Owner desires to rent to the Renter, and the Renter desires to rent from the Owner, the following item(s) (collectively, the "Item(s)"): \_\_\_\_\_

ITEM(S) DETAILED DESCRIPTION: \_\_\_\_\_

ITEM(S) CONDITION: \_\_\_\_\_

Considering the above, the Renter and the Owner agree as follows:

### **Term and Termination**

The term of this Agreement shall commence on the Effective Date and will continue thereafter until the Item has been received by the Owner to his/her satisfaction. The period between 12:00:01 AM on the Effective Date and 11:59:59 PM on the Item Drop-off date will hereby be referred to as the "Rental Term".

### **The Item**

During the rental term, the Renter will have exclusive use of the Item. The Item is to be picked up and dropped off at the following location:

LOCATION: \_\_\_\_\_

If the Owner claims there is damage to the Item during the rental term, but the condition of the Item set forth above is inaccurate in any material way, the Owner forfeits any claims or rights that he or she may have against the Renter, including but not limited to claims and rights set forth in Sections 4, 5 and 6; provided. However, the foregoing shall not apply if the damage in question has no direct link to the inaccuracy of the Owner's statements. The Item is and will at all times remain the exclusive property of the Owner. Nothing in this Agreement will be construed as conveying any ownership right, title or interest in or to the Item.

### **Charges**

The charges (the "Rental Fee"), including the security deposit, for the Item due and payable by the Renter to the Owner on the Effective Date are: \_\_\_\_\_

### **Security Deposit**

The Renter shall provide a security deposit (the "Security Deposit") as directed on Rambla.ca on the Effective Date in the amount of \_\_\_\_\_. The Security Deposit will be reimbursed in full to the Renter upon return of the Item to the Owner in the same condition as received, reasonable wear and tear excepted, subject to any deductions made for damage incurred pursuant to the provisions of Sections 5 and 6 hereto. In the event of a dispute between Owner and Renter concerning the Security Deposit, the parties agree that Rambla.ca has the authority to render a final and binding

decision as to the disposition of the Security Deposit. If Rambla.ca determines that Owner is entitled to retain any portion of the Security Deposit, Rambla.ca will charge Renter's account for that amount. Owner agrees that Rambla.ca is entitled to hold all such amounts until one (1) day after the drop-off date, at which time Rambla.ca will release the funds to Owner. The Owner and Renter agree that Rambla's only obligation is to act in good faith in resolving any such dispute, and that Rambla.ca has no liability to either party regarding the process or outcome of any such dispute. After Rambla.ca has finally disposed the Security Deposit and resolved any relating disputes, the parties may pursue remedies against one another under this agreement or in law or equity as they may be entitled to, provided that neither party shall bring a claim against Rambla.ca relating to the Security Deposit or any damage or loss of the Item.

#### **Late Fees**

If, without prior written consent of the Owner, the Renter fails to return the Item to the Owner within one (1) day following the expiration of the Rental Term, the Renter may be liable for the full amount of the Security Deposit (the "Tail Period").

#### **Maintenance, Damage and Theft**

The Renter shall use, maintain and care for the Item in a careful and responsible manner during the Rental Term. Upon return of the Item, if the Item is not in the same condition in which it was received by the Renter, normal wear and tear excepted, ,

- i. the Owner may withhold from the Security Deposit the amount needed for repair or replacement of the Item, and
- ii. if the cost of the repair or replacement of the Item exceeds the Security Deposit, the Owner may exercise any other remedies that may be available to him or her at law or in equity. If the Item is not returned by the expiration of the Tail Period, is damaged beyond repair or is lost or stolen, the Owner may seek further damages from the Renter.

#### **Use of the Item**

The Renter may not lend, sell, lease, sublease or otherwise dispose of the Item without the prior written consent of the Owner. The Renter agrees not to use the Item for any illegal purposes or in a manner that is contrary to the Item's intended use or to moral and social standards.

#### **Representations and Warranties of the Renter**

The Owner is entering into this Agreement in reliance upon the following express representations and warranties, each of which is made by the Renter:

- a. the Renter has the legal capacity and all appropriate authorizations and licenses that may be required in connection with the Renter's use of the Item;
- b. the Renter has all information and skills necessary for appropriate and safe use of the Item and it is the Renter's responsibility to supplement his or her knowledge if necessary; and
- c. the Renter shall be the sole custodian of the Item during the Rental Term and shall exercise exclusive control of the Item.

#### **Indemnification**

The Renter will defend, indemnify and hold the Owner harmless from and against any and all claims, actions, liabilities, losses and damages arising out of or as a result of any act or omission of the Renter in connection with its performance or non-performance of this Agreement, including without limitation the Renter's use, possession, or control of the Item during the Rental Period.

#### **Disclaimers of Liability**

This Agreement is made solely between the Renter and the Owner. Rambla.ca and its affiliates, subsidiaries, owners, directors, officers, trustees, employees and agents (collectively, "Rambla") is not party to this Agreement and does not provide any services directly or indirectly through this Agreement. Rambla.ca has only provided this Agreement as an optional template for use by the Renter and the Owner, and it is the sole responsibility of the Renter and the Owner to modify this Agreement as appropriate and to seek the professional advice of legal counsel in completing this Agreement or otherwise in connection with entering into a rental agreement. Rambla.ca does not verify the identities of the Owner and the Renter and makes no representations or warranties relating to the Item. The Owner and the Renter acknowledge and agree, on their respective behalf and on behalf of their respective heirs, agents, assigns and successors, that Rambla.ca shall not be held liable, either directly or indirectly, for any claim, action, liability, loss or damage arising out of or as a result of any act or omission of the Owner

or the Renter in connection with their respective performance or non-performance of this Agreement, including without limitation the Renter's use, possession, or control of the Item. The Renter and the Owner hereby agree to defend, indemnify and hold Rambla.ca harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by Rambla.ca, directly or indirectly, with respect to or arising out of this Agreement and/or their respective use of the Web Site. Rambla.ca shall be a third party beneficiary of this Agreement with respect to this Section 10.

#### Miscellaneous

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario. This Agreement may only be modified by an instrument executed by all parties hereto. If any provision of this Agreement is invalid, illegal, or unenforceable, it shall be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting the remaining provisions hereof. All notices hereunder shall be given to each party at the addresses set above. Neither party may assign this Agreement without the other party's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The headings in this Agreement are provided as a matter of convenience and are not to be used for interpretation.

#### Conflicts

In the event of a conflict between this Agreement and the Terms and Conditions of use of Rambla.ca, this Agreement holds superior.

#### Optional Section

Additional Notes -

**The Renter and the Owner have executed this Agreement as of the date first written above and hereby agree to the terms and conditions specified above**

_____	_____	_____	_____	_____
Owner	Date	Renter	Date	