Equipment Rental Agreement (Honey Extractor)

This Equipment Rental Agreement (hereinafter referred to as the "Agreement") is entered into as of by and between Avalon Homesteading ,
with a mailing address of 241 Spruce Hill Rd, Conception Bay South, Newfoundland and
<u>Labrador, A1W 5N7</u> (hereinafter referred to as the "Owner") and,
with a mailing address of (hereinafter referred to as the "Renter"),
collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.
1. Equipment Being Rented. The Owner agrees to rent the following equipment to the Renter:
(1) 4 frame manual extractor with instruction, (1) one uncapping tank, (1) one
uncapping knife, (1) uncapping fork, (1) double stage strainer
hereinafter referred to as the "Equipment".
2. Rental Amount. The amount of the Equipment Rental is \$45 plus HST per day, which will be charged out at the end of the rental period to the supplied credit card on file associated with the renter.
3. Rental Duration. This Agreement will begin on and remain in full force and effect until the Equipment is returned to the Owner. It is agreed that the Renter will return the Equipment on unless the Agreement is terminated earlier.
4. Damage or Loss . As permitted given the extent of the law, the Renter will be responsible for risk of theft, damage, loss, or destruction of the Equipment from any and every cause. If while in the Renter's possession the Equipment becomes damaged, the Renter agrees to pay for any and all costs of repair, up to the current value of the Equipment. If while in the Renter's possession, the Equipment becomes lost, the Renter agrees to pay the Owner its current value of up to \$700 plus HST. This fee will be charged to the supplied credit card on file associated with the renter.
5. Late Return. If the Equipment is returned to the Owner after the date and time that the rental period ends, the Renter agrees to pay the Owner a charge of \$60.00 plus HST per day for each day beyond the end of the rental period, until the Equipment is returned. This fee will be charged to the supplied credit card on file associated with the renter.

- 6. **Cleaning Deposit.** In addition to the fees listed in Section 2 (Rental Amount) and Section 5 (Late Return), the Renter agrees to pay a fee of **§50.00 plus HST** to cover cleaning expenses should the equipment be returned inadequately cleaned. This fee will be charged to the credit card on file associated with the renter.
- 7. **Insurance.** No Insurance coverage is required for the Equipment under this Agreement.
- 8. **Equipment Care.** It is agreed that the Equipment must only be used in a proper and careful manner consistent with the Owner's instructions and/or as the Equipment was originally designed.
- **9. Injury and/or Damages.** It is agreed that it is the Renters responsibility to ensure proper use of the equipment. In the event of injury and/or personal damages, Avalon Homesteading and its proprietorship will not be held responsible for any and/or all injuries and/or personal damages related to the use of the Equipment.
- **10. Outstanding Fees.** In the event of outstanding fees, Avalon Homesteading reserves the right to charge any/all unpaid fees of the Renter associated with the rental of the Equipment. These fees are to be charged to the supplied credit card on file associated with the Renter.
- 11. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.
- 12. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
- 13. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

OWNER	Renter
Name: Avalon Homesteading	Name:
Signed:	Signed:
Date:	Date:
	DL#: