



EQUIPMENT RENTAL AGREEMENT

Useful Information:

- Retrieving rented equipment:
 - At the start of the reserved time of your booking, contact the porters 514-617-0081 or 514-617-0082.
 - Exchange your McGill ID for the equipment, and bring it to the room.
 - At the end of the event, return the equipment to retrieve your ID.
 - Never leave the equipment unattended. You are responsible for any damages or loss that occur during the rental period. Repairs or replacement will be billed to the renting party.
 - The availability of the equipment is on a first come first serve basis.
 - AV technicians are available upon request at an additional cost.
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BY AND BETWEEN:

STUDENTS' SOCIETY OF MCGILL UNIVERSITY;
(hereinafter called "**SSMU**")

AND:

[as stated above];

(hereinafter called the "**Renter**")

WHEREAS:

A. Whereas SSMU provides third parties with premises equipment or furniture (the "**Equipment**") for use external to its place of origin located in the building bearing civic address 3600 Rue McTavish, Montreal, Quebec H3A 0E7.

B. Whereas the Renter seeks to rent the Equipment more fully described in this Event Contract and Rental Agreement (the "**Agreement**");

C. Whereas SSMU is prepared to rent the Equipment to the Renter, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. General Terms and Conditions

1.1 The Renter shall rent the equipment (the “**Equipment**”) for the term (the “**Term**”) and in consideration of the fee (the “**Fee**”) plus applicable sales taxes, as such Equipment, Term and Fee are more fully described in the reservation request submitted to the SSMU by the Renter on or before the date hereof and bearing the reservation number issued to the Renter by the SSMU [**as set forth above**].

1.2. The Renter declares it has the power and capacity to enter into the Agreement. It will uphold and abide by the contents of this Agreement.

1.3 The Renter agrees:

a) that the Equipment and supplies will not be delivered. Arrangements must be made for pick up and return by the individual/group renting the equipment.

b) that the Renter will use the Rental Equipment with prudence and diligence at all times;

c) that the Renter will return the Rental Equipment in the condition in which it was received;

d) that the Renter has the knowledge to safely operate the equipment that has been requested;

e) that the Renter is solely responsible for obtaining any permits needed to operate or use equipment on or off site.

1.4. This Agreement cannot be renewed. Should the Renter require the Rental Equipment following the expiry of the Term, the Renter agrees a new Agreement must be negotiated, agreed upon and signed by the parties.

1.5. SSMU reserves the right to terminate this Agreement immediately, upon written notice to the Renter, and without any obligation to return any portion of the Rent received by SSMU, upon the occurrence of, amongst others:

- a) the Renter uses the Equipment for purposes other than those designated in the Agreement;
- b) the Renter causes damage to the Equipment;
- e) the Renter breaches the terms and conditions of the Agreement.

1.6. SSMU reserves the right to require the Renter return the Equipment upon termination of the Agreement.

1.7. The Renter declares that the Equipment will be used for the group and the event described in the Agreement. The Renter will also be held responsible for any and all damage to the equipment during the term of the Agreement. Any incidents that occur may be used as grounds to refuse rental privileges to the Renter for future Equipment rentals.

1.8. This Agreement does not create a relationship of partnership, joint venturers or other business associate type of relationship between SSMU and the Renter.

1.9. This Agreement shall not be transferred, assigned or subleased by the Renter, whether in whole or in part, to a third party.

2. Liability

2.1. The Renter agrees to indemnify SSMU for the consequences of any breach by the Renter of the terms and conditions of the Agreement.

2.2. The Renter agrees to release, indemnify and hold SSMU (including its members, officers and executives) harmless, from and against any liabilities, costs, penalties, claims, damage or expenses resulting from:

- a) losses suffered by the Renter and relating, directly or indirectly, to the Equipment or the usage of it by the Renter therein;
- b) injury or death caused to persons or property located within McGill University (including, without limitation, any buildings occupied by McGill University that may be “off-campus”);

- c) any loss , theft or damage to the Renter's or any third party's property;
- d) any losses resulting from any repairs made within or in the vicinity of McGill University (including, without limitation, any buildings occupied by McGill University that may be "off-campus");
- e) nuisance to other occupants sharing the space.

2.3. The Renter agrees to reimburse SSMU for any damages or losses caused to its property, including but not limited to audio visual equipment, furniture or any other equipment rented from SSMU..

2.34. If the Renter causes damage to the Equipment or causes the Equipment to be unusable after the term, SSMU shall charge the Renter the full amount of the deposit.

3. Cancellation Policy

3.1. In the event of cancellation, a written cancellation must be provided to SSMU by email (eventsadmin@ssmu.ca) or in writing and delivered to 3600 McTavish Street, Suite 1200, Montreal, Quebec H3A 0E7.

3.2. SSMU reserves the right to cancel a booking or terminate this Agreement, however:

- a) SSMU will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the Renter as possible;
- b) SSMU will cancel only if it is unable to uphold up its obligations for reasons including but not limited to emergency conditions, strike and labor disputes, acts of God, force majeure.

3.3 A cancellation fee of 50% of the cost estimated in the Agreement will be applied if notice of cancelation is received less than 48 hours prior to the rental contract start time.

9. Miscellaneous

9.1. The Renter hereby waives any rights it may have in virtue of Articles 1854, 1856, 1858, 1859, 1861, 1863, 1864, 1865, 1867, 1868, 1869, 1871, 1873 and 1883 of the Civil Code of Quebec, or any other legislation with the same or similar effect.

9.2. The parties acknowledge having expressly required that this Agreement be drawn in English. *Les parties déclarent avoir expressément requis que cette convention soit rédigée en anglais.*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the _____ day of _____, _____.

STUDENTS' SOCIETY OF MCGILL UNIVERSITY

Per:

Name: Ryan Hughes

Title: General Manager

Per:

Name: Jun Wang

Title: VP Finance

We have the authority to bind SSMU.

[RENTER]

Per:

Name:

Title: