

Rental Services Agreement

RENTAL AGREEMENT

Signature on an invoice constitutes acknowledgment of acceptance from VIBRANT OCCASIONS, the equipment and/or merchandise described and identified in the invoice provided as of the date signed. The person or corporation named as the customer on this Rental Agreement (the "Customer") shall rent from **PAPIER VENTURES INC.** (VIBRANT OCCASIONS) the equipment, items and/or services provided at the prices specified in invoice. The parties to this Agreement mutually agree that this Rental Agreement shall govern the terms under which the Equipment is rented, more specifically described in the following terms and conditions:

1) AUTHORITY: Where Customer is a corporation or is other than the person signing the invoice or on Customer's behalf, the person signing the invoice represents and warrants that he has the full right and authority of Customer to sign and enter into this binding Rental Agreement on Customer's behalf.

2) VIBRANT OCCASIONS REPRESENTATION: *Equipment covered by this Rental Agreement is represented to be in good working order.* It is expressly understood that Vibrant Occasions is in no way responsible for the engineering in connection with its use, or in the results accomplished by the Equipment, or accidents resulting from its use, and Vibrant Occasions does not represent to Customer that such Equipment is suitable, or will be suitable, for any particular installation or type of work.

3) USE: Customer shall operate, maintain and/or store the Equipment in a clean, safe and secure place. Customer shall operate, maintain and/or store the Equipment in the manner contemplated by the manufacturer and/or the supplier of the Equipment. Said Equipment will be used for the sole purpose for which it was manufactured and intended in accordance with all applicable laws, by-laws and rules and regulations affecting the use of same.

4) LOCATION OF USE: Equipment will be kept and maintained in the Province of Ontario during the term of rental in the Rental Agreement. Customer agrees not to move the equipment out-of-province without the written approval of Vibrant Occasions.

5) TRANSPORTATION: The rental price is FOB Vibrant Occasions warehouse. Customer will pay all transportation or cartage charges from Vibrant Occasions warehouse, and return the Equipment back to Vibrant Occasions warehouse in the same condition as received, normal wear and tear excepted. The risk and liability for any injury or damage to Equipment from any source or cause whatsoever, from the time Equipment leaves Vibrant Occasions warehouse until Equipment is returned to Vibrant Occasions at its warehouse, will be borne by Customer, and the amount of any damage will be paid to Papier Ventures Inc. by Customer on demand.

6) PAYMENT OF CHARGES: Customer shall:

A) Pay to Vibrant Occasions for Equipment at the rates set out on invoice provided and taxes thereon from the time and date of delivery of Equipment to Customer to the time and date of the return of Equipment by Customer to Vibrant Occasions;

B) Pay to Vibrant Occasions costs, charges and expenses of replacement, repair or restoration of Equipment, and compensation for the loss of rental income, howsoever caused under the terms of this Rental Agreement;

C) Pay to Vibrant Occasions any and all costs, charges, expenses or outlays incurred by Vibrant Occasions in exercising its remedies hereunder or otherwise on default by Customer, including solicitors' fees on a solicitor and client basis, bailiff's fees, court costs and/or transportation charges;

D) Pay to Vibrant Occasions cost of cleaning Equipment not returned in a reasonably clean condition;

E) Pay to Vibrant Occasions interest on any overdue amounts payable to Vibrant Occasions by Customer under this Rental Agreement at the rate of 2% per month (24% per annum);

F) By signing the invoice, give irrevocable consent to Vibrant Occasions for the pre-authorization of associated security deposits, charges and any additional charges to be made on the credit card provided as remuneration for all future late return charges, damages, and/or loss of Equipment which he (or his representative) has directly ordered through Vibrant Occasions.

G) CANCELLATION POLICY: Cancellation must be done one month prior to the event to avoid cancellation penalty. Any orders cancelled less than a month before the event will be charged 30% of the total rental amount plus taxes and orders cancelled less than one week before the event will be charged the entire rental amount plus taxes. Because of the unique nature of our business, we are unable to make exceptions to this policy, including, but not limited to, the cancellation of your event for any reason whatsoever.

7) RETURN OF EQUIPMENT: The signature on the return checklist indicating that the Equipment has been returned shall not constitute an acknowledgement by Vibrant Occasions that the Equipment has been returned in its entirety, in an undamaged condition, or in accordance with the terms of this Rental Agreement, and that said signature shall not act as a waiver of any of Vibrant Occasions rights under this Rental Agreement.

8) TERMINATION: If Customer fails to pay the rent specified in invoice provided when due, or becomes bankrupt or insolvent, or a receiver of it violates any provision of this Agreement, Vibrant Occasions may, at its option, without notice, terminate the rental, take possession of the Equipment and recover all due rent, damages and expenses incurred in retaking possession of the Equipment.

9) LOSS OR DAMAGE: Customer shall at all times, to the full extent permitted by law, indemnify and save harmless Vibrant Occasions from any and all claims, demands, suits, losses, costs, expenses (including all counsel fees), damages or recoveries (including amounts paid in settlement) which may be obtained against, imposed upon, or suffered by Vibrant Occasions as a result of Customer's use (or misuse) of the Equipment. The parties acknowledge that this indemnity shall survive the termination of this Rental Agreement by any manner or means. Customer is responsible for any loss to rented Equipment (including damage from theft, fire, water, wind, lightning, elements, explosions, or other environmental or atmospheric conditions) and must maintain adequate insurance on rental Equipment to provide for its full replacement value.

The customer shall be fully responsible and obliges himself, herself and/or itself to pay the supplier within ninety days upon demand, the value of the items in the event that the said items are stolen, lost, damaged, or destroyed, in part or whole, whether by theft, fire, loss, act of god or by any other cause whatsoever.

10) INSURANCE: Customer shall name "**VIBRANT OCCASIONS**" as an additional insured on Customer's liability insurance coverage effective on the date that the Equipment is delivered/installed or released from Vibrant Occasions. Customer shall provide Vibrant Occasions with written proof naming Vibrant Occasions as an additional insured before delivery/installation or release of Equipment.

11) LIABILITY: Vibrant Occasions will not be liable for any loss or damage of any kind whatsoever, whether caused by negligence, or otherwise resulting from:

A) Any delay, late delivery, non-delivery, defect or deficiency of any equipment or other materials supplied (whether by hire, sale, or otherwise) processed, handled, stored, installed, transported or received by Customer or any other party;

B) Services of installers, technicians or services of any other nature whatsoever provided by Vibrant Occasions. Customer will not seek to recover damages for personal injury or damage to property caused by the operation or installation of the equipment or in the course of any operations of Vibrant Occasions.

12) FORCE MAJEURE: In the event that Vibrant Occasions is prevented or delayed from installing the Equipment due to any cause reasonably beyond the control of Vibrant Occasions, such as for example, weather, war, terrorism, strike or other force majeure, Vibrant Occasions shall not be liable to Customer or any third party reasonably relying on Vibrant Occasions for damages, including incidental or consequential damages or damages to any party as a result thereof.

13) ASSIGNMENT: Vibrant Occasions may assign its rights under this Rental Agreement and transfer its title and interest in the Equipment to any party without the prior written consent of Customer. Customer may not assign any of its rights and obligations under this Rental Agreement without the prior written consent of Vibrant Occasions. No ownership or title of the equipment is transferred or assigned to Customer under this Rental Agreement.

14) SUBROGATION: In the event of any loss or damage to the Equipment, Vibrant Occasions shall have the right of subrogation with respect to any right of Customer to recover against any person, firm or corporation. Customer will execute and deliver whatever instruments and papers required and do whatever else is necessary to secure such rights. Customer will cooperate fully with Vibrant Occasions and or its insurer in the prosecution of those rights and will neither take or permit nor suffer any action to prejudice Vibrant Occasions rights with respect thereto.

15) TENTING EQUIPMENT: Vibrant Occasions agrees to provide Tenting Equipment in a good and workmanlike manner free of any defects and in a manner fit for the purposes for which such items are intended. Vibrant Occasions agrees to maintain the Tenting Equipment within the scope of normal wear and tear, keeping it in good working order during the rental term. However, in the event that the Tenting Equipment requires maintenance outside the scope of normal wear and tear, or in response to damage or loss of equipment caused by Customer or any third party, then Customer hereby agrees that any services performed by Vibrant Occasions, including but not limited to diagnosing, repairing, replacing, modifying, installing or removing Tenting Equipment, shall be billed and paid separately by Customer in addition to this Rental Agreement.

16) PERMITS; FITNESS OF PREMISES:

A) Customer hereby agrees to procure and obtain at its sole expense, unless otherwise indicated on the reverse, any and all permits required for Vibrant Occasions to install the Tenting Equipment at the premises. In the event that Customer fails to obtain all required permits, then Vibrant Occasions shall not be liable for any delay, incidental or consequential damages, or damages to any third parties as a result thereof. Customer shall provide Vibrant Occasions with photocopies of all required permits on or before the start of the rental term.

B) Customer hereby represents and warrants that the premises are in compliance with all environmental, municipal, provincial, and federal rules and regulations such that the premises are and will be fit and prepared for Vibrant Occasions to install Tenting Equipment before the start of the rental term. Further, any preparations to preserve and maintain the premises in good order such as, for example, removing snow, equipment, or obstacles; or marking the location of electrical, water, gas, or other utility lines whether above or below ground in the vicinity of where the Tenting Equipment is to be installed, will be done conspicuously by Customer prior to Vibrant Occasions installing the Equipment. In the event that Customer fails to conspicuously mark or remove any such items, then Vibrant Occasions shall not be liable for any delay, incidental or consequential damages, or damages to any third party as a result thereof.

17) MISCELLANEOUS:

A) All parties to this Rental Agreement have required that this Agreement be drawn up in the English language;

B) This Rental Agreement shall be binding upon and shall inure to the benefit of all parties and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns;

C) The said Equipment was examined and inspected by the person whose signature appears on this agreement hereof and found to be in first class condition when received. Further, the use of the said Equipment will be discontinued immediately if the same is found to be unsafe or in a state of disrepair, and Vibrant Occasions will be notified immediately of said facts. Vibrant Occasions, in consideration of the mutual covenants, agrees that it will, with reasonable dispatch after receiving this notice, replace such equipment in good working condition;

D) Immediately upon termination of this Agreement, Customer will return the rented Equipment, including all attachments and/or parts belonging thereto, to the offices of Vibrant Occasions in the same condition as it was received and agrees to pay for all other damage to said Equipment. Further, Customer agrees that possession of the Equipment for a period beyond that stated on this Rental Agreement will be deemed to be overtime in contravention of this Agreement and will therefore be subject to overtime charges set at the sole discretion of Vibrant Occasions. Extension is solely at the discretion of Vibrant Occasions. Such authorized extensions are subject to the terms and conditions of this Agreement;

E) Customer will ensure that Vibrant Occasions markings on rental equipment are not removed or defaced.

18) ENFORCEABILITY: The parties' relationship and this Rental Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada. Any actions pertaining to or arising out of this relationship or Rental Agreement shall be filed in and remain in a Court of suitable jurisdiction within the Province of Ontario. Customer agrees to submit to the jurisdiction of the Court of suitable jurisdiction within the Province of Ontario.

19) SEVERABILITY: Any invalidity, in whole or in part, of any provision of this Rental Agreement shall not affect the validity of any other of its provisions.

20) FACSIMILE OR PHOTOCOPY: Vibrant Occasions and Customer agree that a fully executed facsimile, photocopy or electronic delivery of this Rental Agreement shall constitute an original document.

21) WARRANTIES: Vibrant Occasions makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, its merchantability or fitness for a particular purpose, or that it is suited for Customer's intended use. The aggregate liability of Vibrant Occasions hereunder, if any, shall be limited to the amount paid to it by Customer under this Rental Agreement. Customer consents to the collection of personal information by Vibrant Occasions and the use, retention, disclosure of such information by Vibrant Occasions in accordance with Vibrant Occasions privacy statement as posted at <https://vibrantoccasions.ca>

22) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written, of the parties and there are no warranties, representations, or other agreements between the parties in connection with subject matter of this Rental Agreement except as set forth in this Rental Agreement.

*****By signing below / on invoice issued under customer's name, the customer hereby accepts all TERMS & CONDITIONS set forth in this Rental Agreement, which the customer has read and understands.*****

CUSTOMER
SIGNATURE

DATE
SIGNED

CUSTOMER FULL NAME
(PLEASE PRINT)

Client ID #