

EQUIPMENT RENTAL AGREEMENT

This **Equipment Rental Agreement** is made as of _____, with the ST. JOHN'S PORT AUTHORITY ("SJPA"). _____ ("Customer") agrees to the rental terms and conditions as follows:

RENTAL TERMS AND CONDITIONS

1. **Equipment Rental.** Subject to the Customer's good credit standing and availability of equipment, the SJPA hereby rents to the Customer the following:

(Please indicate appropriate Equipment and, for fenders, insert quantity).

- Fenders** _____ (quantity) - Ocean Cushion, approximately 2.1metres diameter x 3.66 metres long, foam filled, complete with chain and tire netting.
- Containment Boom** – Inshore containment boom; 435 metres x 18 inches (in 15 metre sections). Closed cell foam construction with quick connect connectors for deployment, handling and recovery, together with aluminum frame mounted reel and power pack.

2. **Rental Period.** The duration of the rental period shall be mutually agreed upon between the SJPA and the Customer prior to Customer taking possession of the equipment. The rental period commences on the date that the Customer takes possession of the equipment at the SJPA's storage location and ends on the date that the Customer returns to the designated SJPA storage location the equipment in complete and rentable working condition providing, however, that when any equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

3. **Calculation of Rental Charges.** The actual rental charges shall be calculated by applying the rental period as determined in Clause 2 to whichever rate below yields the lowest overall rental charges to the Customer.

Daily (or part thereof) Rates, In-Harbour Use

Type of Equipment	1 – 2 Day(s)	3 – 6 Days	7 - 14 Days	15 + Days
Fenders (each)	\$150	\$105	\$75	\$60
Containment Boom	\$1,000	\$700	\$500	\$400

The above rates are for in-harbour use only. Rental rates for use outside the limits of the Port of St. John's (refer to Clause 7 below) shall be three times (3x) the in-harbour rates specified above.

4. **Payment of Rental Charges.** The Customer shall pay the rental charges and any other amount due under this Agreement to the SJPA, together with applicable HST, within 30 days of invoice from SJPA and if the Customer fails to pay, when due, such amounts, the Customer shall also pay the SJPA interest on such unpaid balances at a rate of 18% per annum.

5. **Repair and Maintenance.** The Customer shall keep and maintain the rented equipment throughout the duration of the rental period at its own risk, cost and expense and shall keep such equipment in a good state of repair, normal wear and tear excepted.

6. **Risk of Loss or Damage.** The Customer shall pay the SJPA full compensation for replacement of any equipment which is not returned because it is lost, destroyed or stolen and repair any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. Acceptance of returned equipment by the SJPA does not constitute a waiver of any of the rights the SJPA has under this rental Agreement. The SJPA's invoice for replacement or repair is conclusive as to the amount the Customer shall pay under this Agreement for any repair or replacement.

7. **No removal from SJPA Property.** The Customer shall not remove the equipment from the Port of St. John's harbour limits without the prior written approval of the SJPA and on such additional terms and conditions as SJPA may specify.
8. **Pickup and Return.** The Customer shall, at its risk, cost and expense, pickup and return the equipment from / to the storage location in the Port of St. John's designated by the SJPA.
9. **Inspection and Acceptance of Equipment by Customer.** The Customer acknowledges having been given the opportunity to inspect the equipment and taking possession of the equipment shall be conclusive evidence as against the Customer that the equipment is in good and satisfactory condition.
10. **Inspection by SJPA.** The Customer shall permit SJPA's employees or agents to enter the Customer's premises or property where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the equipment. If the Customer is in default of any of the terms and conditions of this Agreement, the SJPA's employees or agents, at the Customer's risk, cost and expense may at any time enter the Customer's premises or property where the equipment is stored or used and recover such equipment.
11. **Lien, Non-Payment, Termination.** The Customer shall not pledge or encumber the rented equipment in any way. The SJPA may terminate this Agreement immediately upon the failure of the Customer to discharge any lien, make any payments to the SJPA under this Agreement when due or otherwise breach any other term or condition of this Agreement. This Agreement may be terminated at anytime by the SJPA upon giving the Customer two (2) days' written notice.
12. **Warranty or Representations.** The SJPA makes no warranty or representations of any kind regarding the rented equipment.
13. **Waiver and Indemnity.** The Customer shall waive any claim the Customer may have against the SJPA, its directors, officers, employees, servants or agents, in contract or tort, in respect of the occurrence at any time of any loss of or damage to any property of the Customer, or any other loss or damage that arises from or relates to the use of the rented equipment or otherwise in respect of this Agreement and shall indemnify the SJPA, its directors, officers, employees, servants or agents from and against all claims, actions (whether in contract or tort), damages, judgments, fines, interest, and costs arising out of, accruing from, or connected with the occurrence at any time of any loss of life, personal injury, loss of or damage to property, loss of use of or access to property, loss of profit, loss of service, or any other loss, injury or damage whatsoever, that is caused in whole or in part by or relates to the use of the rented equipment, or any act or omission of the Customer in respect of this Agreement.
14. **Assignment.** This Agreement shall not be assigned by the Customer without the prior written consent of the SJPA. Upon consensual assignment, this Agreement and the rights and obligations hereunder shall be binding upon the successors and assigns of the Customer.

I hereby confirm that I have read and understood the entire Equipment Rental Agreement and that I agree to all the terms and conditions as provided for in the Agreement. I further confirm that I am authorized by stated Customer to sign this agreement.

Print name

Title

Signature

Date

Canada

FOR SJPA USE ONLY

Authorized by: _____

Date: _____