

EQUIPMENT RENTAL AGREEMENT – COUNTY OWNED BBQ



BETWEEN:

[COUNTY OF GRANDE PRAIRIE NO.1]
(the “Owner”)

AND:

(the “Renter”)

of _____, Alberta

1. Schedules The following Schedules form part of this Agreement:

- (a) **Schedule “A” – Additional Terms**
- (b) **Schedule “B” – Barbeque Inspection Form**
- (c) **Schedule “C” – Safe Operating Procedures**

2. Equipment The equipment rented under this Agreement is described as follows (the “Equipment”):

Description:

(a) **Bumper pull 4 burner BBQ**

3. Grant The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Equipment, subject to the terms, covenants, and conditions contained in this Agreement.

4. Term The term of the rent under this Agreement will be from _____ (time) on the ____ day of _____ (month), 20__ (the “**Start Date**”) to _____ (time) on the ____ day of _____, 20__ (the “**Term**”). For clarification, the Term of this Agreement shall not expire until the Equipment has been returned to and accepted by the Owner.

*Please note the maximum rental time is four hours, not including travel time.

5. Payment The Renter will pay (**check one**):

- Damage deposit in the sum of One Hundred Dollars, payable upon execution of this Agreement

6. **Equipment Inspection** The Renter and Owner will complete the **Barbeque Inspection Form** attached as **Schedule "B"** to this Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.

7. **Safe Operating Procedures** The renter agrees to read and comply with the Safe Operating Procedures attached in Schedule C and with all instructions related to transport, use storage and operation of the equipment.

8. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

9. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.

Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter or any representative of the Renter at the address or phone number shown below.

Granted by:

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

[COUNTY OF GRANDE PRAIRIE NO. 1]

Signature

Per: _____

Per: _____

Accepted by:

SIGNED, SEALED and DELIVERED by _____ **[NAME OF SIGNATORY]**, on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

[Renter Name]

Per: _____

Per: _____

Signature

Legal Description: _____

Name

Address

Phone number

SCHEDULE "A" - ADDITIONAL TERMS

1. Insurance, Operating Costs and Repairs

1.1 Exercise reasonable care in the use and servicing of the Equipment, and shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the Start Date, reasonable wear and tear only excepted, and in a fully operative condition and in good working order and ready for use for the intended purpose of the Equipment including, without restriction, replacing all damaged, lost or broken portions thereof with parts of equivalent quality.

1.2 The Equipment shall be at the risk of the Renter from the Start Date until the Owner takes physical possession of the Equipment and, except as hereinafter described, the Renter assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession or operation or use of the Equipment from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Equipment or any part thereof.

1.3 In the event that the Equipment or part thereof is damaged, the Renter shall immediately notify the Owner, providing details of the damage suffered and the operable condition of the Equipment. Upon receipt of such notice, the Owner may, in its sole discretion, require the Renter to do any one or more of the following:

- (a) return the Equipment to the Owner for inspection, assessment and repair;
- (b) attend to the repair of all or any portion of such damage, as may be directed by the Owner;

all at the Renter's sole cost and expense.

2. Alterations

2.1 Except with the prior written consent of the Owner, the Renter shall not make any modifications or alterations to the Equipment. All modifications, alterations, parts, mechanisms, additions, and repairs made by the Renter to the Equipment shall be made at the Renter's expense and risk and the cost of rectifying them shall be borne by the Renter. The modifications, alterations, parts, mechanisms and repairs, whether conducted with or without consent of the Owner, shall immediately belong to and become the property of the Owner at no expense or cost whatsoever to the Owner.

3. Title to the Equipment

3.1 Title to the Equipment shall at all times remain in the name of the Owner. The Renter shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term, subject always to the Renter's compliance with all terms, covenants, and conditions contained within this Agreement.

4. Renter's Covenants

4.1 So long as this Agreement remains in effect, the Renter covenants:

- (a) to cause the Equipment to be operated in a lawful manner and only by competent, qualified operators;
- (b) to cause the Equipment to be used only in a prudent and safe manner and only for the purpose for which they were designed;
- (c) to not share the Equipment with any other person, nor lend, rent, lease or sublet the Equipment to any other person or user, without the express written consent or approval from the Owner;
- (d) to promptly notify the Owner of any accident, damage, deficiencies or theft related to the Equipment, and/or of deficiencies in the Equipment.

5. Waiver and Indemnity

5.1 The Renter hereby:

- (a) waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the Owner or its councilors, officers, employees and agents; and
- (b) forever releases Owner or its councilors, officers, employees and agents from any and all liability;

related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Renter or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to the condition of the Equipment and the sufficiency of the instructions or training provided by the Owner, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the Equipment by the Renter, its directors, officers, contractors, employees, servants, or agents or any other person that handles or uses the Equipment prior to its return to the Owner in accordance with this Agreement.

5.2 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its councilors, officers, servants, employees or agents or by any other person, firm, partnership, corporation or entity resulting

directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the transportation, operation, maintenance, repair, use, misuse, or nonuse of the Equipment by the Renter or any other person during the Term, whether or not the Renter has permitted the person to use the Equipment, or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, contractors, or employees.

6. General

6.1 The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

6.2 No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.

6.3 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

6.4 This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.

6.5 Time is of the essence of this Agreement and each of its provisions.

6.6 The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

6.7 The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use or misuse of the Equipment.

6.8 The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full,

and shall not be merged upon the execution of any other documentation by the parties.

6.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

SCHEDULE "B" – BARBEQUE INSPECTION FORM

DATE RENTED _____

RENTER _____

The following items have no dents, rust, abrasions or other signs of physical damage:

	PRE	POST
PROPANE CYLINDER		
PROPANE CYLINDER VALVE		
REGULATOR HOSE, JOINTS, AND CONNECTIONS		

The following items are in satisfactory condition:

	PRE	POST
PROPANE LEVEL		
BURNER ASSEMBLY, PORTS AND VALVES		
EXTERIOR AND INTERIOR CLEANLINESS		
TIRE CONDITION		
TRAILER LIGHTS		
ALL NON-CONSUMABLE INVENTORY IS INTACT		

If the Barbeque is damaged during a rental, please complete a County Incident Investigation Report

EMPLOYEE: _____ SIGNED: _____
(PRINT NAME)

RENTER: _____ SIGNED: _____
(PRINT NAME)

SCHEDULE "C" – SAFE OPERATING PROCEDURES

Location

1. This grill must be operated outdoors in a well-ventilated area. Never operate the grill indoors or in a gazebo or porch.
2. Do not operate in a moderate to high wind. The cooking performance will be adversely affected by wind.
3. Do not operate the grill under overhead combustible material.
4. **Maintain minimum clearance from combustibles. Minimum clearance is 1.0 meters on all sides.**

Lighting

1. Ensure all burner controls are in the 'Off' position.
2. Open gas at the gas supply valve
3. **Open the grill lid when lighting**
4. Push and turn any main burner knob to the 'high' position and push igniter. Hold the knob down until the burner lights.
5. If the pilot does not light, turn the knob back to the 'Off' position. Repeat step 4 several times.
6. If the burner won't light, return to 'off' position and wait 5 minutes for gas to dissipate. Proceed to lighting the unit with a match.
7. Clip the match into supplied lighting rod. Hold the lit match down between the grill next to the burner. Turn the corresponding burner valve to high.
8. Close the lid during pre-heat.
9. **Do not operate the rear burner and main burner at the same time.**
10. When finished cooking/cleaning, turn the burner controls to 'off' and close the gas supply valve.

Cooking

1. Pre-heat the grill at least 10 minutes prior to putting food on the grill. Clean the grill with a wire brush during the pre-heat.
2. Wear protective leather gloves, safety glasses and an apron if cooking greasy or fatty foods. Always wear close-toed footwear.
3. Keep face clear of burner or smoke
4. Do not wear loose hanging clothing in the proximity of a lit burner
5. Ensure that all food is thoroughly cooked before serving

Daily cleaning

Always wear protective gloves and safety glasses when cleaning

1. Check for spiders or insect nests in the burners.
2. Grids and Warming Racks: clean during the pre-heat period by rubbing a brass wire brush over the surface.
3. Control Panel: clean when the unit is cool and the gas is disconnected by wiping gently with a soft rag or chamois and warm soapy water.
4. Inside the Grill: clean when the unit is cool and the gas is disconnected. Remove the cooking grids and brush debris from the lid and sides with a brass wire brush. Scrape the sear plates with a scraper or putty knife and brush the loose debris into the drip pan.
5. Drip Pan: remove the drip pan from the grill. Scrape the pan using a putty knife or scraper. Once clean do not line the pan with aluminum foil or put any other materials in the pan.

Never allow cold water to contact a hot cooking surface. This can result in cracking or breakage to the surface.

Monthly Cleaning

Always wear protective gloves and safety glasses when cleaning

1. Stainless Steel and BBQ Exterior: clean when the unit is cool and the gas is disconnected by wiping gently with a soft rag or chamois and warm soapy water or non-abrasive stainless steel cleaner.

Transportation

1. Ensure the appropriate height hitch is used and that the 2 inch ball is used.
2. Ensure the burner covers and compartments are closed and latched.
3. Ensure the unit is turned off and cool.

View the full manual at AD 2013-0042