

TENT RENTAL AGREEMENT MADE THIS _____ DAY OF _____, A.D. 20_____.
BETWEEN:

THE MUNICIPAL DISTRICT OF PEACE NO. 135,
Box 34, Berwyn, Alberta T0H 0E0

OF THE FIRST PART

- and -

_____ of _____, in the Province of Alberta
(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Lessor owns a metal and vinyl laminate structure measuring thirty (30) feet by thirty (30) feet by nine (9) feet and commonly known as a "**Marquee Tent**", which the Lessor is prepared to lease to others for use in and around the Municipal District.

AND WHEREAS the Lessee wishes to lease the said Marquee Tent for its own use.

NOW WHEREFORE THIS AGREEMENT WITNESSETH and the parties hereto covenant and agree as follows:

1. The Lessor does hereby lease to the Lessee that certain Marquee Tent measuring thirty (30) feet by thirty (30) feet by nine (9) feet for the rental rate of **\$200/day + GST**, payable in advance in cash or certified cheque without deduction or abatement by the Lessee to the Lessor at the Lessor's office, in the Province of Alberta, for the dates of _____ . **Rental payment is non-refundable.**
A fee of \$250 will be charged for returning the rental tent improperly folded or packed.
2. The Lessee hereby deposits with the Lessor the sum of **\$500 as a deposit** to be held by the Lessor until the delivery to and return of the Marquee Tent to the Lessor by the Lessee to the location specified by the Lessor. From the said deposit the Lessor shall be entitled to deduct any damages, costs, expenses, losses, claims or demands which have been or may be suffered by the Lessor in relation to our connection with the said Marquee Tent.
3. The Lessee shall be responsible to the Lessor for all damages, losses, expenses or costs in the use and occupation of or in the transporting, assembling, disassembling, or returning of the said Marquee Tent howsoever and wheresoever caused and whether by the omission or commission of the Lessee, its employees, agents or workmen or by others including without restricting the generality of the foregoing Acts of God, flood, fire or tempest, civil riots, vandalism, negligence or war.
4. The Lessee shall insure the said Marquee Tent during the period of the lease and any overholding, extensions or renewals thereof against comprehensive public liability in a manner satisfactory to the Lessor and in the minimum amount of TWO MILLION (\$2,000,000) DOLLARS and provide the Lessor with policies or certificates of insurance in form satisfactory to the Lessor as evidence that such insurance is in full force and effect.
 - a) The M.D. of Peace No. 135 must be added as an additional named insured if the tent is to be erected on municipal land (e.g. Lac Cardinal Recreation Area).
5. The Lessee shall, notwithstanding clause 4 above, indemnify and save harmless the Lessor of and from any and all liabilities, damages, costs, claims, demands, suits or actions arising out of or in connection with:
 - a) any breach, violation, or non performance of any covenants, conditions, or agreements in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed.
 - b) any damage to property occasioned by the use or occupation of the said Marquee Tent or any part thereof.

c) any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the said Marquee Tent or any part thereof during the term of this Lease and any extensions, renewals or overholding and arising from or occasioned by any cause whatsoever except for a negligent act or omission of the Lessor, its agents or servants.

6. The Lessee shall permit the Lessor, its employees, servants or agents at all reasonable times to enter the said Marquee Tent to examine its condition and the manner in which it has been set up and the conditions under which it is being used by the Lessee.

7. The Lessee covenants that it shall use the said Marquee Tent for the purpose or purposes of:

and that the tent will be erected at this legal land location:

and no other purpose or purposes whatsoever without the express written consent of the Lessor first had and obtained and shall not permit any waste, nuisance or vandalism therein or thereon nor permit any part of the said Marquee Tent to be used for any dangerous, noxious, illegal or offensive trade, occupation or business.

8. The Lessee shall comply with all by-laws, rules or regulations of the Municipal District of Peace No. 135, and any other municipality in which the said Marquee Tent may be located in during its use by the Lessee and all other legal requirements or regulations imposed by any Provincial or Federal authority or otherwise howsoever as to the safety of the said Marquee Tent and any appliances used in same, and for the safety of persons using or frequenting the said Marquee Tent and those touching sanitary or public health regulations or provisions and will indemnify and save harmless the Lessor in connection therewith.

9. The Lessee shall not bring, keep or store or permit to be brought, kept or stored within the said Marquee Tent any combustible material or explosives.

10. The Lessor shall not be liable for any damage to any property of the Lessee or its invitees, licensees or occupants at any time occurring in or about the said Marquee Tent for any reason whatsoever.

11. The said Marquee Tent shall at all times remain a chattel notwithstanding that it may be affixed to realty and shall at all times be and remain the property of the Lessor wheresoever situated.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

LESSOR: MUNICIPAL DISTRICT OF PEACE NO. 135

Per: _____

Per: _____

LESSEE: _____

Per: _____

Per: _____

Witness, if necessary
