

Pop-up Street Patios Inc.

On-Street Patio Rental Agreement (the “Agreement”)

This Equipment Rental Agreement is effective as of the date of last signature, and is made between;

Pop-up Street Patios Inc., organized under the laws of Ontario, Canada , with offices at 67 Atwater Crescent, Hamilton, ON, L9C 2E8 (“**Owner**”),

and

ABC CORP., duly incorporated having its head office and principal place of business at [ADDRESS], City of [CITY], Province of Ontario (“**Renter**”).

Owner and Renter are hereinafter collectively referred to as the “**Parties**”. Owner rents to Renter, subject to the terms and conditions of this Agreement:

On-Street / Sidewalk / Custom Mobile Patio (“**Equipment**”).

1. **Term.** This Agreement shall be for **4** years and commence on the date in which the Equipment is installed at the Premises and in accordance with the License Agreement (attached as Schedule “A”) and remain in full force and effect during the season until Patio is uninstalled by Owner. Owner shall uninstall Patio in accordance with the provisions of the License Agreement, weather permitting, unless this Agreement is terminated earlier consistent with the terms here in.

Year	Estimated Commencement Date of Term	Fee
1	***	\$*** plus HST
2	***	\$*** plus HST
3	***	\$*** plus HST
4	***	\$*** plus HST

2. **Payment.**

Year 1. Upon execution of this Agreement Renter shall pay a deposit of \$1,500.00 via E transfer to info@streetpatios.ca.

Renter shall pay the balance of \$*** (inclusive of HST) on installation.

Year 2. Renter shall pay the balance of \$*** (plus HST) on installation.

Year 3. Renter shall pay the balance of \$*** (plus HST) on installation.

Year 4. Renter shall pay the balance of \$*** (plus HST) on installation.

3. Renter shall also pay other charges in accordance with this Agreement due upon installation of Patio, to the fullest extent allowed by law, including but not limited to:
 - a) Charges for optional services, if any;
 - b) Applicable taxes;
 - c) Loss of, or damage or repair to the Equipment, save and except for reasonable wear and tear, loss of use, diminution of the Equipment’s value caused by damage to it or repair to it, save and except for reasonable wear and tear, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
 - d) Fifty-five dollars (\$55.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

- e) Unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
4. **Location of Equipment.** During the Term, Equipment shall be located at [ADDRESS], ON and as outlined on Schedule "B" unless expressly agreed otherwise in writing by Owner.
 5. **Use of Equipment.** Renter shall exercise due care in its operation, use and maintenance of the Equipment. Renter shall not use, and shall not permit others to use, the Equipment in any manner that would contravene applicable laws, rules and regulations and other governmental directives, would violate the terms of any manufacturer's or like warranty, or would contravene the manufacturer's reasonable operational standards for the Equipment. If the Owner notifies the Renter of any additional operational standards, Renter shall adhere, and shall cause others using the Equipment under this Agreement to adhere, to such standards in the operation of the Equipment. Renter shall not alter or modify the Equipment without prior written consent of the Owner. Renter agrees that only qualified employees of the Owner may modify or alter the Equipment.
 6. **Permits.** Renter shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Renter shall comply with all laws, rules and regulations and other governmental directives applicable to installation, use and operation of the Equipment and, if compliance with such law, rule, regulation or other governmental directives requires changes or additions to be made to the Equipment, such changes or additions shall be made by the Owners at the Renter's sole cost and expense upon written notification by the Owner's.
 7. **Maintenance, Repair and Alterations.** The costs of all maintenance and repairs made during the Term shall be paid by Renter, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.
 8. **Insurance.** Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner. Renter must include Owner as an additional insured party to their main policy and return a copy of the Certificate of Insurance prior to installation if the Equipment.
 9. **Loss or Damage.** Renter shall be responsible for any loss of or damage to the Equipment from any cause at all, save and except for reasonable wear and tear, whether or not insured, from the Commencement of the Agreement. If the Equipment is lost, stolen or damaged, Renter will promptly notify the Owner of such event. In the event of such loss or damage, Renter shall promptly pay the Owner the replacement value.
 10. **Termination.** This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.
 11. **Return of Equipment.** Upon Termination of this Agreement, Renter shall promptly remove all personal property from the Equipment within five (5) days written notice from the Owner and Owner shall have the right to remove all Equipment from the Premises within thirty (30) days from the Termination Date.
 12. **Indemnification and Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM

RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Ownership. In no event shall the Renter assert any ownership interests in or to the Equipment. Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

14. Limitations of Damages and Remedies. Even if advised of the possibility of such damages, in no event shall the Owner be liable for (i) personal injury or property damages or, (ii) lost profits, work stoppage, lost data, or any other special, indirect or consequential damages of any kind.

15. Independent Contractor. In the performance of their obligations under this Agreement, the Parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, joint ventures, or employees. Neither Party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section shall be void.

16. Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

17. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together are considered a one binding Agreement.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Pop-up Street Patios Inc.

Name: Saverio Valerio _____

Title: CEO _____

Signature: _____

I have authority to bind the Corporation

[RENTER CORP.]

Name: _____

Title: _____

Signature: _____

I have authority to bind the Corporation