

## Arts Display Rental Agreement

This Arts Display Rental Agreement (this "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

Between the Owner:            Createscape Waterloo Region, a corporation  
   incorporated under the *Corporations Act* (Ontario)  
   and

\_\_\_\_\_  
[Renter's Name & Organization]

**Renter Information-** Please print clearly

Contact Name (person responsible): \_\_\_\_\_  
Organization or Company Name (if applicable): \_\_\_\_\_  
Title in Organization (if applicable): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone(s): \_\_\_\_\_

**Rate & Rented Equipment – Weekly only**

\$ Rate	Number Rented	Number Returned	Damage? Loss?	Item & Description
_____	_____	_____	_____	Panels (2'w x 8' h')
_____	_____	_____	_____	T-legs (1"w x 60"h)
_____	_____	_____	_____	Hanging shelves (2'w x 1'd x 4"h)
_____	_____	_____	_____	Grid wall hanging hooks (1"w x 3"h)
_____	_____	_____	_____	'S' hooks
_____	_____	_____	_____	Display Lighting Units

**Pick-up Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

Print Name of person(s) or company authorized by Renter, if other than Renter:  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Signature confirms equipment was picked-up as described \_\_\_\_\_

**Drop-off Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

Print Name of person(s) or company authorized by Renter, if other than Renter:  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**NOTE: On return of the Rented Equipment, please complete the "Number Returned" and "Damaged? Lost?" columns above, and sign confirming this information is accurate and complete immediately below:**

Signature confirms rented equipment was returned as described:

\_\_\_\_\_

**Total Rent payable to "Art\$Pay" is \$ \_\_\_\_\_ for rental period of \_\_\_\_\_ days**

No allowances will be made for any rented equipment not used or for an early return.

Late returns charge is \$ \_\_\_\_\_ per day or part of a day, to be deducted from the Deposit.

Deposit against loss & repair \$ \_\_\_\_\_ Amount Returned \$ \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

The full rental rate and deposit shall be paid to Art\$Pay, which is acting on behalf of Createscape Waterloo Region and is managing this rental on behalf of Createscape Waterloo Region.

Art\$Pay, 141 Whitney Place, Kitchener, Ontario N2G 2X8

Cathy Farwell, Project Manager (519)-504-3277 [info@artspay.org](mailto:info@artspay.org)

***Purpose and Location of Use of Rented Equipment***

The Renter certifies that the rented equipment listed above shall be used solely at the following address and for the following purpose, and the Renter shall not pledge, encumber, lend or remove the equipment without prior written approval from Art\$Pay, the Owner's representative :

Address: \_\_\_\_\_

Purpose: \_\_\_\_\_

***Rental Terms and Conditions***

1. Renter shall comply with the installation instructions set out in Appendix A
2. The Renter shall keep and maintain the rented equipment during the period of the rental at his, her or its cost and expense.
3. The Renter shall keep the rented equipment in a good state of repair, and shall return the rented equipment in such good state of repair on the due date and time.
4. The Renter shall pay Createscape Waterloo Region full compensation for replacement and/or repair of any equipment which is not returned because it is loss or stolen, or which is damaged and in need of replacement or repair (in the sole and absolute discretion of Createscape Waterloo Region). Createscape Waterloo Region's invoice for replacement or repair is conclusive as to the amount the Renter shall pay for the replacement or repair of the equipment.  
**N.B. Renter is advised to ensure that its insurance coverage applies to this Rented Equipment and is sufficient to pay for replacement and/or repair of any equipment which may be lost, stolen or damaged.**
5. The Renter shall arrange for pick-up, delivery and return as provided for above by individuals or delivery service qualified and competent to pick-up, deliver, install, break-down and return the rented equipment.
6. The Renter acknowledges and agrees that Createscape Waterloo Region will inspect the rented equipment after the Renter has returned it to Createscape Waterloo Region's storage container. Createscape Waterloo Region acknowledgement that the return of the rented equipment is complete or that it is not complete, due to missing or damaged equipment, will be subsequently made to the Renter after Createscape or Art\$Pay, its representative, has completed the inspection of the returned rental equipment.
7. The Renter acknowledges and agrees that the deposit against minor loss or repairs or for late returns is a matter of convenience with respect to minor loss or repairs or for short-term late return and is not exhaustive of Createscape Waterloo Region's remedies under this Agreement or under the laws of Ontario.

8. The Renter shall use the rented equipment in a good and careful manner and will comply with all of the owner's requirements and recommendations respecting the storage, transportation, installation, use and break-down of the rented equipment and with any applicable law.
9. The Renter shall use the rented equipment for the purpose for which it was designed and not for any other purpose.
10. The Renter shall not alter, modify, or attach anything to the rented equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or value of the rented equipment and the Renter has, prior to its return, done so, and, furthermore, such alteration, modification or attachment is consistent with the purpose for which the Renter has identified above.
11. The Renter acknowledges and agrees that neither Createscape Waterloo Region nor Art\$Pay, nor their officers, directors, members, agents or representatives make any warranty of any kind regarding the rented equipment.
12. The Renter indemnifies and holds Createscape Waterloo Region and Art\$Pay and their officers, directors, members, agents and representatives harmless for any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, arising out of or related to the Renter's use or purported use of the rented equipment.
13. The Renter agrees to pay all reasonable legal and other fees, expenses and costs incurred by Createscape Waterloo Region or Art\$Pay to protect the rights of Createscape Waterloo Region under this Agreement or for any action taken to collect any amounts owed under this Agreement.
14. The Renter acknowledges and agrees that rented equipment is the property of Createscape Waterloo Region and shall not do anything that may encumber or allow the rented equipment to be encumbered or pledged as security or otherwise in any manner and that the Renter has no right or interest in the rented equipment other than as set-out in this Agreement.
15. Time is of the essence. The Renter acknowledges that any dates and times set out in the Agreement must be complied with by the Renter.

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Date Agreement Signed

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Renter Signature - or Authorized Representative

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Createscape Waterloo Region Signature – or Art\$Pay Authorized Representative

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Date Payment Received

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By

## APPENDIX A

### Equipment Storage Address

The equipment is stored in a shipping container at:  
LOT42 Global Flex Campus; rear yard  
41 Ardelt Place  
Kitchener | ON | N2C 2C8

**Directions-** *these will change. Security gates are being installed*

1. Turn right off Ardelt Place into the parking on the right side of the complex
2. Drive straight ahead towards a chain link fence, at some distance
3. Turn left just before that metal link fence
4. Continue past most of the complex on the left until it opens up into a parking lot. Immediately on the left there are two shipping containers near the road.

\*Please be on time and call \_\_\_\_\_ at (phone) \_\_\_\_\_ if delayed.  
Storage is in an unheated shipping container. The Art\$Pay contact is there only for pick-up and drop off.

## Appendix A

### Equipment details

1. Hanging baskets / shelves have two 2 attached hooks for hanging and are useful for printed materials, transaction supplies, Limited edition prints or copies, laptop, personal supplies and display of small objects
2. Grid wall hooks are good for up to 50 lbs non-cantilevered hanging weight. Additional hooks are recommended for heavy objects.
3. Panels & T-legs are in bundles of two, with panels weighing 40 lbs. (can be separated on-site)
4. Two people minimum are required to load into a truck, on top of a vehicle, or for a large quantity of material.
5. Handle materials carefully. Chips happen more easily when cold.
6. Return materials as shipped, with panels & T-legs securely bundled in 2's using cable ties, feet on T-legs screwed back in so are less likely to be damaged, and all tape, stickers and cable ties removed, hardware in original containers .
7. Renter provides own cable zip ties for installation, available at any hardware store. Black 8" length is recommended for ease of installation and can be trimmed

### Installation Notes:

1. Grids panels may be arranged in many display configurations (search on-line for examples)
2. No hardware is required
3. To connect 2 panels, use 2 zip ties at minimum; one near the top and one near the bottom, with both ties threaded through the doubled-wire panel edges.
4. If a T-leg is involved, put the cable tie through all 3 pieces; through the double edges of each panel and two screw holes at the top and bottom of the T-legs.
5. Zip ties lock only when assembled 'correctly' and can snap when cold
6. Good cutters required to cut/ trim zip ties
7. Panels: have no top or bottom, and the grids lines between some panels do not line up precisely
8. T-legs: each leg adds 1" to total width. Feet protrude 12" in front and behind the grid wall. A stand or table over the legs is an option.
9. For structural stability, a 90 degree right angle must be created after every 2 panels using a T-leg or a third panel connected at a right angle to make an 'L' or 'U' shape.