

MOBILE STAGE RENTAL AGREEMENT

BETWEEN:

City of Cold Lake
(Hereinafter known as the "City")

OF THE FIRST PART

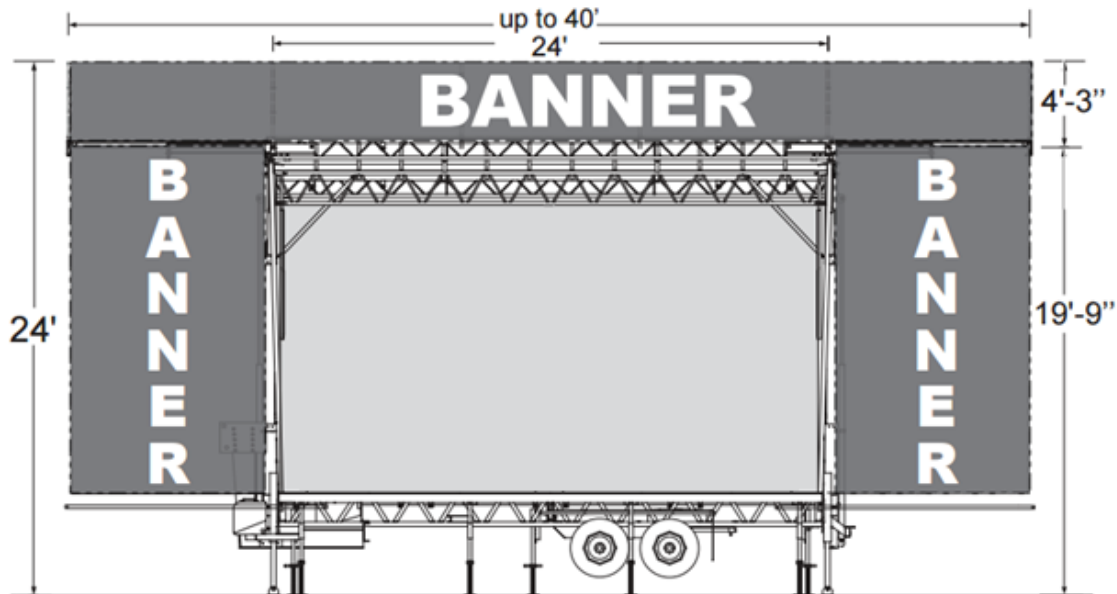
and

(Hereinafter known as the "Renter")

OF THE SECOND PART

WHEREAS the City owns a mobile stage bearing Serial Number 2N9SL1000GA045802 which has the following specifications (the "Mobile Stage"):

- | | |
|---|---|
| Load bearing capacity: 6,500 lb | 4 rigging points, trusses and rigging bars |
| Roof lifting capacity: 3,800 lb | 2" tubing (50.8mm) |
| Sound wings load bearing capacity: 1,600 lb | 2 sound rigging extensions: 800 lb per side |
| Sound rig height: (max) 19'-9" | 2 sound wing areas: 8' x 8' with guardrails |
| Roof rig height: (from deck) 14'-5" to 13'-2" | 1 rooftop banner support: up to 37'-5" x 3'-11" |
| Overall height from ground: 24' | 2 lateral banner supports: up to 6' x 16' |
| Deck height: 3'-6" to 4'-3" | Fire retardant windwalls for 3 sides |
| Deck: rated at 100 lb/sq. ft | Skirting |
| Roof: fiberglass bonded to aluminum | Guardrails |
| Floor: 24' by 20' plywood | 1 stairway with handrails |



WHEREAS the Mobile Stage can be highway transported and used for performance at events;

WHEREAS the City wishes to rent out the Mobile Stage in exchange for a rental fee;

WHEREAS the Renter wishes to rent the Mobile Stage for its intended purpose;

WHEREAS the City agrees to accept a fee for renting the stage in accordance with the terms of this Agreement;

NOW THEREFORE this agreement witnesseth that in consideration of the covenants, conditions and stipulations herein contained, and the cost sharing by the parties, the parties hereto covenant and agree with each other as follows:

1.0 Term: This Agreement shall commence on the date it is fully executed (the "Term Commencement") and continue until _____(the "Expiry of the Term").

2.0 Rental Fee: The Renter shall pay a rental fee of \$_____ to the City with payment due at the Term Commencement. The rental fee shall be calculated in accordance with Schedule "A" to this Agreement.

3.0 Damage Deposit: Renter shall provide a damage deposit via cash/credit or debit in the amount of \$_____ due at the Term Commencement. Should the Renter cancel its reservation fewer than thirty (30) days in advance of the pickup date, the full damage deposit shall be forfeited. The damage deposit may be applied to compensation owing to the City in accordance with this Agreement.

4.0 City Obligations:

4.1 The City shall rent the Mobile Stage to the Renter.

4.2 The City shall ensure the Mobile Stage is ready for rental at the date, time and location specified in this Agreement.

5.0 Renter Obligations:

5.1 **Transportation of the Mobile Stage:** *(The Renter and City shall select one of either 5.1.1 or 5.1.2 by using a single line to cross out the non-selected option and initialing beside the beginning and end of the crossed out section.)*

5.1.1 The Renter shall pickup and return the Mobile Stage at the time, date and location specified in this Agreement. Should the Mobile Stage not be returned by the date, time and location specified in this Agreement there shall be a late penalty of \$_____per hour paid by the Renter (the "Late Penalty"). The Late Penalty shall be in addition to any other fees or costs owing to the City in relation to this Agreement. The Late Penalty will be deducted from the damage deposit or must be paid by the Renter within thirty (30) days of receipt of the City's invoice.

The Mobile Stage shall be picked up at:

Date: _____ Time: _____

Location: _____

The Mobile Stage shall be returned to:
Date: _____ Time: _____
Location: _____

5.1.2 The Renter shall request the City transport the Mobile Stage to and from the event. There shall be a transportation fee of _____ for this service (the "Transportation Fee") calculated in accordance with Schedule "A" to this Agreement with payment due at the Term Commencement. The Transportation Fee shall be in addition to any other fees or costs owing to the City in relation to this Agreement.

The Mobile Stage shall be delivered to:
Date: _____ Time: _____
Location: _____

The Mobile Stage shall be ready for pick up at:
Date: _____ Time: _____
Location: Same as delivery location

5.2 **Certified Supervision:** *(The Renter and City shall select one of either 5.2.1 or 5.2.2 by using a single line to cross out the non-selected option and initialing beside the beginning and end of the crossed out section.)*

5.2.1 The Renter shall provide a StageLine Certified Stage Technician to supervise the operation of the stage unit and a minimum of one (1) stagehand to assist. Proof of certification must be submitted to the City along with this Agreement.

5.2.2 The Renter shall request the City provide a StageLine Certified Stage Technician and one (1) stagehand to setup, takedown, and supervise the operation of the stage unit. There shall be a Certified Supervision Fee of _____ for this service (the "Certified Supervision Fee") calculated in accordance with Schedule "A" to this Agreement with payment due at the Term Commencement. The Certified Supervision Fee shall be in addition to any other fees or costs owing to the City in relation to this Agreement. A minimum of two (2) hours should be scheduled for both setup and teardown of the Mobile Stage.

5.3 **Use of Mobile Stage:**

5.3.1 The Renter shall be responsible for ensuring that the operation and configuration of the Mobile Stage is at all times under the guidance and supervision of a StageLine trained Certified Stage Technician. The Renter shall respect all safety procedures including but not limited to: wind resistance, installation and dismantle procedures, stage rigging restrictions and instructions from the stage technician present on site.

- 5.3.2 The Renter shall be responsible to ensure that from the time of pick up and until the return of the Mobile Stage, it is only used by the Renter in connection with the event.
 - 5.3.3 The Renter shall not alter or deface any numbering, lettering or insignia displayed on the Mobile Stage.
 - 5.4 Insurance: The Renter shall at its own expense, maintain during the rental period, comprehensive general liability insurance of not less than \$2,000,000 and property insurance not less than \$150,000 naming the City of Cold Lake and its officers, employees, agents and volunteers as an additional insured. An insurance certificate indicating such must be provided to the City at least forty eight (48) hours prior to the Mobile Stage leaving City property.
 - 5.5 Weather: The Renter is responsible to provide weather monitoring for the site at all times from the moment the Mobile Stage arrives at location until its departure. Wind resistance for the unit is 129km/h without windwalls and 97km/h with windwalls. In the event of extreme weather, the Mobile Stage shall be torn down immediately to ensure safety and protect the asset from damage.
 - 5.7 Return of Equipment: The Renter is responsible to ensure that upon its return, the Mobile Stage is clean, in proper working order, and in as good of a condition as existed at the Term Commencement. The Renter acknowledges that additional costs may be charged to the Renter in the following circumstances:
 - 5.7.1 If, in the sole opinion of the City, the Mobile Stage has been damaged beyond reasonable wear and tear, the damage shall be repaired or replaced by the City at the sole cost and expense of the Renter. Full payment for all of the City's actual costs related to the damage must be paid by the Renter within thirty (30) days of receipt of the City's invoice. The damage deposit may be used to offset the cost. This fee shall be in addition to any other fees or costs owing to the City in relation to this Agreement.
 - 5.7.2 If, in the sole opinion of the City, the Mobile Stage requires additional cleaning, the City shall clean the Mobile Stage at the sole cost and expense of the Renter. Full payment for all of the City's actual expenses related to the cleaning must be paid by the Renter within thirty (30) days of receipt of the City's invoice. The damage deposit may be used to offset the cost. This fee shall be in addition to any other fees or costs owing to the City in relation to this Agreement.
- 6.0 Risk of Liability:** Use of the Mobile Stage shall be at the risk of the Renter from the Mobile Stage leaves City property until the return of the Mobile Stage to City property. 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 Mobile Stage from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Mobile Stage or any part thereof.

7.0 Termination: The City may terminate this Agreement for any reason by providing the Renter written notice no less than 90 days prior to the Mobile Stage leaving City property. The Renter acknowledges and understands that the City shall not assume any responsibility or reimburse the Renter for any costs incurred in relation to this Agreement should the Agreement be terminated in accordance with the terms of the Agreement.

8.0 Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be addressed to the representative of each party at the address below:

8.1 City of Cold Lake
5513-48 Avenue Cold Lake, AB, T9M1A1
Attention: Recreation Manager

8.2 _____ (Renter)

9.0 Non-Assignment: This Agreement shall not be assignable by the Renter without the prior written approval of the City.

10.0 Non-Waiver: Failure of the parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.

11.0 Indemnification: To the fullest extent permitted by law, the Renter expressly agrees to indemnify, defend and hold harmless the City from and against any and all claim or loss arising out of any violation of any law, rule or order, and from any and all claims or liabilities, including reasonable attorney's fees, for loss, damage or injury to persons or property of whatever kind or nature arising from the negligence or willful misconduct of the Renter, its parents, partners, affiliates, subsidiaries, successors or assigns and each of their respective agents, employees, representatives, and contractors in performance of this Agreement. In no event shall the City be liable for any consequential, incidental, indirect, punitive or special damages in connection with this Agreement.

12.0 Force Majeure: The City shall not be considered in breach of this Agreement because of delays or failure to fulfill the terms of this Agreement due to events of force majeure beyond the control of the City, which include but are not limited to: natural disasters, weather conditions, government action or inaction, fire, flood, epidemic, loss, destruction of any maintenance of City property, quarantine restriction, or labor strikes. Further, the City shall not be liable for the non-delivery and/or non-erection of the Mobile Stage if the Mobile Stage is unavailable on the pickup date and time due to transport delays. In such event, the City's only obligation shall be to advise the Renter as soon as possible of the events which render a timely performance of the contract impossible and provide assistance to the Renter, if deemed appropriate and possible at the sole discretion of the City, in the Renter's search for an alternative solution.

13.0 Entire Agreement: This Agreement contains the entire agreement and understanding between the City and the Renter and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings or agreements of any nature other

than as set out in this Agreement. By executing this Agreement, the Renter acknowledges that it has taken as much time and independent advice as thought necessary to consider matters before entering into this Agreement. This Agreement may only be amended by a subsequent written instrument signed by both parties.

14.0 Acknowledgement and Acceptance of Terms: Each of the parties agree that it fully understands the terms of this Agreement and accepts the provisions of this Agreement voluntarily, acting wholly upon its own judgement, belief and knowledge and that it has not been influenced in entering into this Agreement by any act, statement or representation of any party to this Agreement.

IN WITNESS WHEREOF the parties herein under proper authorization, hereby duly execute this Agreement this _____ day of _____, _____.

CITY OF COLD LAKE

Per: _____

Print name: _____

Per: _____

Print name: _____

Renter: _____

Per: _____

Print name: _____

Per: _____

Print name: _____

SCHEDULE "A"

MOBILE STAGE RENTAL FEES

Rental Fee

The Rental Fee charged shall be the sum of the following rates:

	Rates
One (1) Day Rental (standard rate)	\$2,000
One (1) Day Rental (non-profit rate)	No Charge
Additional Day Rental (standard rate)	\$1,000 per day
Additional Day Rental (non-profit rate)	No Charge

Transportation Fee

The Transportation Fee charged shall be the sum of the following rates:

	Rates
Mileage Calculated from City property to the delivery location; and from the pickup location to City property	\$2 per kilometer
Lodging & Meal costs of the Driver	\$150.00 per night \$50.00 per day
Additional Charges May be applicable for overnight or extended bookings and will be determined at the time of booking.	TBD

Certified Supervision Fee

The Certified Supervision Fee charged shall be the sum of the following rates:

	Rates
Time Calculated inclusive of the time from initial setup to completion of tear down.	\$100 per hour
Lodging & Meal costs of each supplied staff	\$150.00 per night \$50.00 per day
Additional Charges May be applicable for overnight or extended bookings and will be determined at the time of booking.	TBD

*The City reserves the right to adjust any of the above fees as required.

End of SCHEDULE "A" to the MOBILE STAGE RENTAL CONTRACT