



**UNIVERSITY OF
CALGARY**

Date Last reviewed	03/05/2021
Date Last revised	2003

Please review the information below. If you have any questions, please contact Risk Management & Insurance at riskmgmt@ucalgary.ca or 403-220-5847.

THIS EQUIPMENT LEASE AGREEMENT made in duplicate as of this _____ day of _____, 20_____.

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY
2500 University Drive N.W., Calgary, AB T2N 1N4
(hereinafter called the "University")

AND:

(hereinafter called the "Renter")

IN CONSIDERATION of the mutual covenants of the parties as set forth below, the parties agree as follows:

1. The University agrees to lease to the Renter and the Renter agrees to lease from the University the equipment described in Schedule "A" (the "Equipment"). The Equipment has the replacement value(s) set forth in Schedule "A" (collectively, "Replacement Value"). The term of the lease will commence on _____ and terminate on _____, unless earlier terminated as set forth in Section 11 (the "term").
2. In consideration of the lease of the Equipment, the Renter shall pay to the University a lump sum rental fee of _____ dollars (\$_____) (the "Fee") on or by the date of commencement of the term of this Agreement.
3. The Renter shall take delivery, at its cost, of the Equipment at the University's facilities upon the commencement of the term and redeliver, at its cost, the Equipment to the University at the University's facilities, upon termination of this Agreement pursuant to Section 11, in the same condition as when the Renter took delivery of the Equipment, reasonable wear and tear excepted. From the date of taking delivery of the Equipment to and until the Equipment is redelivered to the University as aforesaid, risk of loss in and to the Equipment shall vest in the Renter.

4. If, upon receipt of the redelivered Equipment, the University, at its sole opinion, determines that any repair to put the Equipment in the condition it was in as at delivery to the Renter (reasonable wear and tear excepted) is required, the University will notify the Renter within five (5) business days of redelivery. All expenses incurred by or on behalf of the University in respect of such repairs shall be forthwith paid by the Renter and shall become additional fees payable by the Renter to the University and shall be recoverable in the same manner and to the same extent as though it were a portion of the Fee otherwise payable under and by virtue of this Agreement.
5. Upon delivery to it of the Equipment, the Renter shall inspect same and report to the University within two (2) business days, any defects in the Equipment. Notwithstanding the foregoing, the Equipment shall be delivered and leased under this Agreement by the University to the Renter in an "as is" condition without warranty or guarantee by the University, express or implied, as to value, fitness for use, condition, merchantability or otherwise (except as set forth in Section 21).
6. The Renter agrees during the term to ensure the physical security of the Equipment. The Renter agrees to indemnify the University, its governors, officers, employees and agents from and against all actions, claims, damages, losses and costs incurred as a result of the taking of delivery, use, operation, repair, maintenance and redelivery of the Equipment during the term and for any damage or loss of Equipment during the term. This indemnity shall survive termination of this Agreement.
7. The Renter agrees to allow the University, upon reasonable notice and during normal business hours, to have access to the Equipment, on a non-interference basis to inspect the Equipment. Upon inspection, if the University determines that the Equipment is in a state of disrepair, the University may demand the return of the Equipment upon one (1) business day written notice to the Renter and the Renter shall redeliver the Equipment further to Sections 3 and 4.
8. The Renter, at its cost, shall insure the Equipment with reputable insurers during the term in an amount equal to the Replacement Value of the Equipment, under an all risks property insurance policy. Such insurance shall be maintained at the Renter's expense and shall name the University as an Additional Insured and shall not be cancelled except upon 30 days prior notice to the University.
9. The Renter, at its cost, shall insure its operations with reputable insurers under a contract of either Comprehensive or Commercial General Liability in an amount of not less than \$2,000,000 per occurrence (annual general aggregate, if any, not less than \$2,000,000) insuring against bodily injury and death and property damage, including loss of use thereof. The Renter shall add the University to the aforementioned policy as an Additional Insured and the insurance shall not be cancelled except upon 30 days prior notice to the University.
10. The Renter shall, as evidence of the required insurances, provide Certificates of Insurance to the University prior to the commencement of the term.
11. This Agreement and the lease of the Equipment shall terminate and the Equipment shall be redelivered to the University pursuant to Sections 3 and 4, at the earliest of the following dates: (a) upon completion of the term; (b) within 5 days of written notification by the Renter to the University that the Equipment is no longer required by the Renter, (c) within 5 days written notification of the University's request for the return of the Equipment, or (d) pursuant to Section 15.

12. In the event the Renter fails to redeliver to the University on or before the termination date the Equipment in accordance with Sections 3 and 4, the Renter shall reimburse all costs incurred by the University, including but not limited to, shipping and receiving and repossession costs, together with an administration fee equal to \$_____ per day of delay in redelivery, which amounts shall be deemed to be liquidated damages and not a penalty.
13. The Renter agrees, at its expense, to comply with all applicable laws, orders, ordinances and regulations.
14. Title to the Equipment shall remain vested at all times in the University. It is understood and agreed that this Agreement does not give the Renter any interest in the Equipment except the right to lease same as set out in this Agreement.
15. In the event that the any of the goods and chattels of the Renter shall be at any time seized in execution or attachment by any creditor of the Renter or the Renter shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or any order shall be made for the winding up of the Renter or the Renter shall liquidate or wind-up, then in any such case, this Agreement, at the option of the University, shall terminate forthwith upon written notice by the University.
16. The Renter shall not assign its rights herein nor dispose, mortgage, lien, secure nor alienate the Equipment or any part thereof nor allow the Equipment to be mortgaged, liened, secured or alienated in whole or part. If any lien or security interest shall be filed against the Equipment (except by the University), the Renter, at its cost, shall cause the same to be discharged forthwith.
17. This Agreement supersedes all prior negotiations, understandings and agreements, whether oral or written, between the University and the Renter with respect to the subject matter hereof.
18. This Agreement may only be amended in writing duly executed by the authorized representatives of the University and the Renter.
19. Any notice herein provided or permitted to be given by the Renter to the University shall be in writing and shall be sufficiently given if delivered or transmitted by fax:

If to the University:

The University of Calgary
2500 University Drive N.W.
Calgary, Alberta
T2N 1N4

Fax: _____

Attn: _____

If to the Renter:

Fax: _____

Attention: _____

20. This Agreement shall be governed by the laws of the Province of Alberta and the applicable federal laws of Canada.

21. Each party warrants and represents to the other party upon the date of this Agreement and throughout the term that it has the requisite authority to enter into and perform its obligations under this Agreement.

Executed as of the date first above written.

THE GOVERNORS OF THE UNIVERSITY OF
CALGARY

Per: _____

Title: _____

(TYPE IN RENTER'S COMPANY NAME)

Per: _____

Title: _____

SCHEDULE "A"

EQUIPMENT

Description

Replacement Value
