

**Manitoba Pontiac Association (Incorporating Buick & Oldsmobile)
TENT RENTAL AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 20__ BETWEEN _____ (hereinafter called the "Renter"), OF THE FIRST PART and MANITOBA PONTIAC ASSOCIATION Incorporating Buick & Oldsmobile (hereinafter called "MPA"), OF THE SECOND PART.

WHEREAS MPA has a 20-foot by 20-foot tent, hereinafter called "The MPA Tent" AND WHEREAS Renter desires to rent The MPA Tent for its exclusive use beginning on _____, 20__; NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the parties agree, one with the other, as follows:

1. MPA shall rent to Renter The MPA Tent for _____ (_____) days commencing at _____ [] am [] pm o'clock on _____, 20__ (hereinafter called "Date of Rental") subject to the terms and conditions herein.
2. Renter, as MPA Club Member, shall provide no payment to MPA for the rental of The MPA Tent subject to:
 - a) Refundable damage deposit of \$100.00 at time this Agreement is signed and received by Renter;
 - b) Refundable damage deposit of \$100.00 shall be returned to Renter upon receipt of MPA Tent in satisfactory condition but no later than fourteen (14) calendar days after the date of return of MPA Tent;
 - c) MPA covenants that it shall provide The MPA Tent:
 - i. Upon the Date in a fully useable state in proper serviceable condition and fit for the purpose intended of shelter
 - ii. Only for the purpose herein described.
3. The Renter covenants that:
 - a) It shall rent The MPA Tent only for the purpose herein described;
 - b) It is responsible for the conduct of its people and any damage to The MPA Tent and for repairs relating thereto;
 - c) All repairs to The MPA Tent will be conducted by Renter prior to return to MPA and to the satisfaction of MPA.
4. This Agreement expresses the final agreement between the parties hereto with respect to all matters herein and its execution has not been induced by nor do any of the parties hereto rely upon or regard as material any representations or premises whatsoever not incorporated herein or made as part hereof, and it shall not be altered, amended or qualified except by a memorandum in writing signed by all the parties hereto, and any alteration, amendment, qualification hereof or addition hereto shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.
5. In consideration of MPA permitting the rental of The MPA Tent to me and notwithstanding any rights to the contrary, which I may have in law, I do hereby release and discharge MPA, its successors and assigns, for myself, my heirs, executors and administrators, of and from all claims of whatsoever nature which I may now or at any time hereafter have by reason of any damage, loss, or injury to person or property, which I may suffer in transporting, assembling, dismantling or using The MPA Tent whether such damage, loss or injury may be caused by negligence or otherwise; furthermore, I agree to indemnify and save harmless at all times MPA from and against all claims, loss, costs, actions or other proceedings by whomsoever made, whether arising by reason of accident, damage or injury to person or property or otherwise, in any manner arising out of, or attributable to the existence of these presents, or any privileges granted by virtue hereof.
6. Any notice, request, statement or other writing pursuant to this Agreement shall be deemed to have been given if sent by registered prepaid post or e-mail as follows:

To MPA: Manitoba Pontiac Association (Incorporating Buick & Oldsmobile)
440 Beliveau Road East
Winnipeg, MB
R2M 1T5
Telephone: (204) 222-7597
E-mail: president@manitobapontiac.com

To Renter: _____
_____, MB
Telephone: (204) _____
E-mail: _____

and such notice shall be deemed to have been received by MPA or Renter, as the case may be, on the fourth (4th) business day after the date on which it shall have been so mailed, if this method of notification is used.

7. In this Agreement, wordings importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include one or more of feminine and neuter.
8. Time shall be of the essence of this Agreement.
9. This Agreement is not assignable.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures attested by their authorized officers in that behalf the day and year first above written.

MPA
Per: _____ *Craig Winters* _____
Craig Winters ~ President

Renter _____

Name please print

Date _____ 20_____ the following are provided to Renter:

- Tent top (1)
- Tent sides (4)
- Center Pole (1)
- Support Poles (8)
- Tie Down Bucket (1)
- Tie Downs (17)
- Stakes (16)

MPA Representative _____

Renter _____

Date _____ 20_____ the following are received by MPA:

- Tent top (1)
- Tent sides (4)
- Center Pole (1)
- Support Poles (8)
- Tie Down Bucket (1)
- Tie Downs (17)
- Stakes (16)

MPA Representative _____

Renter _____

Acknowledgement of items returned in GOOD condition and the return of the refundable damage deposit of \$100.00 is to occur no later than fourteen (14) calendar days after the date of return of MPA Tent