

SPOT Rental Agreement

CONTRACT TERMS AND CONDITIONS:

1. This Lease is made between Avantura (“Lessor”), 8 Valiant Road, Etobicoke, Ontario, M8X 1P4 and Lessee.
2. The minimum rental term is 1 week. Rental fees accrue from time SPOT messenger is received by the Lessee to the time SPOT messenger is checked in at Lessor’s premises.
3. Lessee acknowledges receipt of the SPOT messenger described in the work order. The parties agree that the SPOT messenger was inspected by the Lessor and personally examined by the Lessee at the time of delivery and acceptance by the Lessee and that the SPOT messenger is in good and serviceable condition.
4. Title to the SPOT messenger is, and at all times shall remain, in the Lessor. Lessee will not permit the SPOT messenger to be used by any other person or at any other address other than the place designated hereon without the express consent of Lessor.
5. Lessee shall use the SPOT messenger in a careful manner and shall comply with all laws relating to its possession, use or maintenance. SPOT messenger is waterproof to 1 meter for up to 30 minutes and should not be used in prolonged underwater applications.
6. Lessor shall not be liable to Lessee for any loss, delay, or damage of any kind or character resulting from defects in or inefficiencies of the SPOT messenger or accidental breakage thereof. Lessor is not responsible to any party for misused procedures or misinterpretation of SPOT messenger data.
7. Lessee shall be solely responsible for and shall indemnify, defend, and hold Lessor harmless against all claims, suits, damages, or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney’s fees, for or on account of injuries to or death of any person, including but not limited to the property of the Lessee or Lessor, occasioned by the operation, handling, or transportation of the SPOT messenger during the rental period or while the SPOT messenger is in the possession or control of the Lessee.
8. Notwithstanding the foregoing, Lessee shall have no indemnity obligations whatsoever to the extent any such claims, suits, damages, losses, or other liabilities are caused, directly or indirectly, by the negligence of Lessor.
9. Shipping and Handling cost is paid by the Lessee and is not included in the cost of weekly rental.
10. Upon the termination of this agreement, Lessee will promptly return SPOT messenger and all attachments and parts, **via priority overnight shipping**, to the Lessor at the Lessor’s place of business. Lessee is responsible for delays in shipping and will be responsible for daily rental charges accruing during the time the SPOT messenger is not at the Lessor’s premises. Lessee will take all reasonable precautions to ensure that SPOT messenger is packaged safely.

11. SPOT messenger will be returned in the same condition in which such SPOT messenger was received and in clean, working condition, ordinary wear and tear expected. Lessee agrees to pay the full cost for any damage to or loss of such SPOT messenger.

12. Cancellation Policy - Lessee must cancel the rental contract four weeks prior to the start of the Contract to obtain a full refund less shipping costs. Refunds will not be provided for cancellations made within four weeks of the shipment or pick up date. Lessee may reserve an alternate rental period up to one week in duration, at Lessor's discretion and subject to availability.

13. Lessee will not retain SPOT messenger beyond its return date without prior notice to and consent of Lessor. Lessee will pay rental price in advance or immediately upon the return of SPOT messenger. Lessee agrees to pay all collection charges, including reasonable attorney's fees, if rental is not paid when due. Lessor, at Lessor's sole discretion, may report SPOT messenger stolen if held 5 days beyond return date.

14. SPOT Description

SPOT-1 Personal Tracker (most of our rental units are SPOT-1 devices)
SPOT-2 Satellite GPS Messenger (subject to availability at the time of rental)

15. Weekly Rental rate \$35.00 plus applicable taxes.

16. Deposit held \$182.50 but not charged to the Lessee's credit card, in case of lost, stolen or damaged unit. Deposit will be released upon successful inspection of returned unit.

Bill To:

Ship To:

Placement of an order constitutes acceptance of the Terms and Conditions of this Lease.

Date _____

Lessee Representative _____

Signature _____