



BUS USE RENTAL CONTRACT

Between:

Owner's Name Capilano Community Services Society	Renter's Name
Address 600 Queens Road North Building North Vancouver, BC V7N 2L3	Address
	City Postal Code
Bus Bookings Contact: Contact Name: Miki Nash – Office Manager 604.988.7115; miki@capservices.ca	Contact Person
Referred by:	Cell Home
	Email Fax number
Bus Driver for the Booking:	2 nd Contact Name and phone

The Capilano Community Services Society (the "Owner") owns a 2010 Ford Goshen, 15 passenger gasoline powered bus, Serial Number VIN 1FDPE4FS0ADA model 14806 (the "Bus") and wishes to make use of the Bus available for rent to community organizations and for community purposes.

NOW THEREFORE the Owner and the Renter agree to the following terms:

- This Contract (the "Contract") shall commence at (as needed basis):
Time started _____ on date _____
Time ends _____ on date _____ (the "Term").
- During the Term of this Contract, the Owner agrees to rent use of the Bus to the Renter for the price of:
 - Basic Cost with Driver (Minimum rate of 4 hours): \$300.00
 - After 4 hours, each additional hour: 60.00
 - Damage deposit required to secure contract 100.00
 - A fuel charge of 1 litre fuel per 7 km driven on Renter's behalf will be charged and this cost will be deducted from the damage deposit, and a cheque for the remainder of the deposit will be mailed back to the Renter's address provided.
- The Renter is using the Bus for the following purpose(s): _____.
- The Owner reserves the right to amend the Term and retain the Bus for its own purposes and for maintenance and repair purposes on an as needed or as required basis. The Owner will, where possible, notify the Renter 10 business days in advance of the exercise of any such reservation of right to retain the Bus for its own purposes.
- This Contract is to rent the use of the Bus only and nothing in this Contract will be construed as conveying to the Renter any right, title, or interest in or to the Bus except as a renter of use only.
- The Owner will provide the use of the Bus to the Renter during the Term only and on an as is basis without representation or warranty, expressed or implied, of any kind, including without limitation those related to design, condition or fitness for any particular purpose. **The Renter waives any and all claims for damages that may arise from the use of the Bus pursuant to this Contract.**
- The Renter is an independent contractor and not the employee, agent or partner of the Owner.



**Capilano
Community
Services
Society**

600 West Queens Rd. North Vancouver, BC V7N 2L3 604.988.7115 www.capservices.ca

- 8. The Renter shall not assign its rights under this Contract nor subcontract any obligation under this Contract.
- 9. **THE RENTER AGREES TO INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS (EACH AN "INDEMNIFIED PARTY") FROM ANY LOSS, CLAIM, INJURY OR DAMAGE, COSTS AND EXPENSES THAT AN INDEMNIFIED PARTY MAY SUSTAIN OR SUFFER AT ANY TIME, EITHER BEFORE OR AFTER THE CONTRACT ENDS, WHICH ARE BASED UPON, OR OCCUR DIRECTLY OR INDIRECTLY, BY REASON OF ANY ACT OR OMISSION BY THE RENTER, OR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR SUBCONTRACTORS ARISING AS A RESULT OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THE USE OF THE BUS AND PROVISION OF TRANSPORTATION SERVICES.**
- 10. **THE OWNER WILL NOT BE LIABLE TO THE RENTER OR TO ANY OTHER PERSON FOR ANY CLAIM, LIABILITY, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURAL CAUSES, DIRECTLY OR INDIRECTLY BY THE USE OF THE BUS FOR ANY PURPOSE, ITS USE BY THE RENTER OR ANY INTERRUPTION, OR LOSS OF SERVICE OR USE OF THE BUS OR ANY LOSS OF BUSINESS OR CONSEQUENTIAL DAMAGES.**
- 11. The Owner may terminate this Contract for any reason and without cause immediately upon providing written notice of same to the Renter. The Owner may terminate this Contract with cause, at any time, without notice or payment in lieu of notice. The Renter must provide a minimum of 10 business days' notice to terminate this Contract, after which time all fees shall be refunded except \$50.00. If less than 10 business days' notice of termination is provided by the Renter, no deposit shall be refunded.
- 12. Any notice contemplated by this Contract, to be effective must be in writing and be:
 - a. Sent by fax to the fax number specified in this Contract 604 988 7105; or
 - b. Delivered by hand to the addressee's address specified in this Contract; or
 - c. Mailed by prepaid registered mail to the addressee's address specified in this Contract.

Any notice mailed in accordance with this Section is deemed to have been received 48 hours after mailing. Either of the parties may by written notice to the other, change their address or fax number.
- 13. This Contract is governed by and is to be construed in accordance with the Laws of British Columbia.
- 14. A waiver by the Owner of any term of this Contract or of any breach by the Renter is effective only if it is in writing and signed by the Owner and is not a waiver of any other term or any other breach of this Contract.
- 15. No modification of this Contract is effective unless it is in writing and signed by both parties. This Contract and any modification to it continues in force indefinitely, even after this Contract ends.

The parties have duly executed this Contract the ___ day of _____, 201_

**SIGNED AND DELIVERED on behalf of the
Capilano Community Services Society:**

**SIGNED AND DELIVERED on behalf of the
Renter:**

Per:

Per:

Authorized Signatory

Authorized Signatory

February 1, 2011