



LEASE AGREEMENT

FORT GARRY FIRE TRUCKS LTD. 53 BERGEN CUTOFF RD. Winnipeg, MB R3C 2E6

NAME: ELLIOT LAKE F.D.

(For individuals – show first name, middle initial, and last name; for corporations – show full legal corporate name)

ADDRESS: 55 HILLSIDE DR. N., ELLIOT LAKE, ONT, P5A 1X5
(Hereinafter called the "Lessee")

MINIMUM TERM 30 DAYS

*****LIMITED TO WITHIN CANADA ONLY*****

The lease shall commence on the 3rd day of SEP 2021 for a period of 30 days.

MINIMUM \$1

FIRE TRUCKS

MODEL-SPARTAN MFD YEAR 2004 DESCRIPTION- GLADIATOR TME

V.I.N 45TATZD964C046886 PROVINCE OF USE: ONTARIO

LEASE/RENTAL FEE \$ 400.⁰⁰ per day

PROV. SALES TAX 13 % \$ _____ (Sub. to legislative changes)

HST # _____ G.S.T. SALES TAX 5 % \$ _____ (Sub. to legislative changes)

Any damages incurred to the above vehicle will be the responsibility of ELLIOT LAKE F.D. and will be billed back.

Initial _____

I/we agree that all freight/transport fees incurred are the responsibility of ELLIOT LAKE F.D. Initial _____

The above vehicle must be returned with a full tank of fuel. Initial N/A ← Elliot

DRIVER'S LICENCE # _____ BIRTHDATE _____

(Not applicable to Corporations)

S.C.F. NO. 1 – LESSEE'S INSURANCE UNDERTAKING

During the term of the lease contract the I/we agree to effect and maintain a Standard Automobile Policy (Owner's Form), including S.E.F. No. 5 – Permission to Rent or Lease Endorsement (specified lessee including modified application – separate policy) in the name of the lessor with respect to the above described trailers/equipment/automobiles for the following perils, limits and amount:

For and in consideration of rentals, covenants and conditions hereinafter set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the herein described vehicle for the term indicated and subject to:

Lessee shall indemnify, defend with counsel acceptable to Lessor and Lessor's insurer, and hold Lessor and Lessor's employees, agents, partners, officers, directors and shareholders harmless from and against any and all claims, damages, losses, liabilities, penalties, judgements, and costs and expenses including, without limitation, attorney fees and any suit, action or proceeding brought pursuant thereto (collectively, Claims), including, without limitation, Claims for Property damage or personal injury including death, and arising out of (i) Lessee's use of the vehicle or any part thereof (ii) any breach or default in the performance of any obligation on the Lessee's part.

INSURING AGREEMENTS		PERILS	LIMITS & AMOUNTS	
SECTION A THIRD PARTY LIABILITY		Legal liability for bodily injury to or death of any persons or damage to property	\$5,000,000.00	(Exclusive of costs & post judgment interest) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident
	SECTION C LOSS OF OR DAMAGE TO OWNED TRAILERS/ EQUIPMENT/AUTOMOBILES	SUB SEC 1	ALL PERILS	For the actual cash value of truck/ equipment
		2	COLLISION OR UPSET	For the actual cash value of truck/ equipment
		3	COMPREHENSIVE (EXCLUDING COLLISION OR UPSET)	For the actual cash value of truck/ equipment
		4	SPECIFIED PERILS (EXCLUDING COLLISION OR UPSET)	For the actual cash value of truck/ equipment
Amount deductible on each separate claim except for the loss or damage by fire or lightning or theft of the entire truck/equipment				

I/we agree to deliver or cause to be delivered to the lessor, PRIOR to taking possession of lease truck, such insurance policy and any endorsements and certificates applicable thereto.
I/we further agree and acknowledge that should I/we fail to comply with the Lessee's Insurance Undertaking, I/we shall reimburse the lessor for all amounts they would not otherwise be liable to pay.
I/we hereby agree that during the term of lease/rental that if the leased vehicle is used to actually participate in or be part of any activities that would cause the fire-fighting equipment or attached machinery to be used, any liability arising out of the usage of that equipment and any subsequent damage to any third party is solely the responsibility of the Lessee and not the responsibility of the Lessor.

SIGNED this _____ day of _____ 20 _____ (Signature – title)

Lessee _____ (sign)

Fire Chief (print) _____ (sign)

Chief & Council (print) _____ (sign)

Witness (print) _____ (sign)

FORT GARRY FIRE TRUCKS LTD. (print) _____ (sign)