

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement") dated this _____

BETWEEN:

Infusion Edutainment VR&AR Research and Development of 514 Fort Street, Victoria, BC
(the "Owner")

-AND-

_____ of _____
(the "Renter") (Renter's address)
(the Owner and Renter are collectively the "Parties")

This Equipment Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between Infusion Edutainment VR&AR Research and Development Co., organized under the laws of British Columbia, Canada, with offices at 514 Fort Street, Victoria ("Owner"), and _____ ("Renter").

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Renter, and the Renter leases the Equipment from the Owner on the following terms:

1. Definitions.

1.1 The following definitions are used but not otherwise defined in this Agreement:

- (a) "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value of the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
- (b) "Equipment" means Oculus Quest 1 or 2 headset, two oculus controllers, one rubber face shield, one charging cord & block, two AA batteries and the preloaded apps on each unit which have an approximate value of \$1,370
- (c) "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

2. Lease.

2.1 The Owner agrees to lease the Equipment to the Renter, and the Renter agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement, including a damage deposit of \$100 which will be refunded to the renter once the equipment is returned and inspected if it is in similar condition to when it was rented.

3. Term.

3.1 This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to the Owner. Renter shall return the Equipment on _____, or on the date otherwise agreed upon between Renter and Owner if there is a request for extension of rental period.

4. Payment.

4.1 Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, to the fullest extent allowed by law, including but not limited to:

- (a) charges for optional services, if any;
- (b) applicable taxes;
- (c) loss of, or damage or repair to the Equipment, loss of use, diminution of the Equipment's value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
- (d) a \$58 charge per day for late return, and \$10 per hour for late return, of the Equipment or the highest amount allowable under law;
- (e) unless due to the fault of Owner, all fines, penalties, court costs and other expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term;
- (f) all expenses Owner incurs due to Renter's failure to return the Equipment including costs in locating and recovering the Equipment;
- (g) all expenses related to purchases within the Equipment made by the Renter;
- (h) all costs incurred to collect unpaid monies due; and

- (i) twenty-five dollars (\$25.00) or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds.

5. Delivery of Equipment.

- 5.1 The Renter will, at the Renter's own expense and risk, pick up, transport and return the Equipment to and from 514 Fort Street, Victoria, BC.

6. Use of Equipment.

- 6.1 The Renter will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, provincial or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- 6.2 The Renter will use the Equipment abiding to the instructions given by the Owner.
- 6.3 The Renter will use the Equipment for the purpose for which it was designed and not for any other purpose.

7. Warranties.

- 7.1 The equipment will be used for personal, family or household purposes.
- 7.2 The Equipment will be in good working order and good condition upon delivery.
- 7.3 The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used.

8. Repair and Alterations.

- 8.1 Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent. The renter shall not make any alterations or change any parts of the equipment without the Owner's prior consent.
- 8.2 The Renter will, at the Renter's own expense, keep the equipment in good repair, appearance and condition, normal wear and tear expected.
- 8.3 If the Equipment is not in good repair, appearance and condition when it is returned to the Owner, the Owner may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition. The Owner will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Renter written notice of and invoices for the said repairs. Then the Renter will reimburse the Owner for the actual expense of said repairs.

9. Restrictions on Use.

- 9.1 Renter shall not:
 - (a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
 - (b) operate or use the Equipment or permit it to be operated or used in violation of law;
 - (c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
 - (d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

10. Loss or Damage.

- 10.1 To the extent permitted by law, the Renter will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
- 10.2 Renter shall be responsible for loss of use, and diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.
- 10.3 If the Equipment is lost, the Renter will continue paying Rent, will provide the Owner with prompt written notice of such loss and will be financially responsible for such loss.
- 10.4 In the event of Total Loss of the Equipment, the Renter will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, which is equal to the total cost of the equipment, at which point ownership of the Equipment passes to the Renter.
- 10.5 The Renter agrees that the value of the rented equipment, in the event of damage and/or loss requiring replacement rather than repair of said equipment is the replacement value as determined by the manufacturer's list price at the time of Owner's original purchase.

11. Condition of Equipment.

- 11.1 The Condition of Equipment Checklist ("Checklist") attached is hereby incorporated by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

12. Termination.

12.1 This Agreement shall terminate on the date specified in Section 3. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

13. Indemnification and Liability.

13.1 Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney’s fees and expenses of litigation) for any property damage or personal injury arising from Renter’s use of Equipment by any cause, except to the extent caused by Owner’s gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER’S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Entire Agreement.

14.1 This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

15. Assignment.

15.1 Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

16. Headings.

16.1 Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

17. Counterparts.

17.1 This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing. Renter acknowledges having read and understood the Terms of Service outlined under the Quest Rental page and in the on-line agreement page viewed at the time of rental.

**INFUSION EDUTAINMENT VR&AR
RESEARCH & DEVELOPMENT**

RENTER

Staff Name (Printed)

Name (Printed)

Signature

Signature

Date

Date