HYPITCH MARKETING
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EQUIPMENT RENTAL TERMS AND CONDITIONS:

1. All payments must be made using a credit card in full before delivery date;
2. Customer assumes full responsibility for all rented items, including their safe and proper use, operation, maintenance, and return to Hypitch Marketing and is responsible for all loss and damage to equipment, however caused, through the rental period;
3. This rental contract forms the sole agreement between the customer and Hypitch Marketing. The customer agrees to indemnify and hold Hypitch Marketing harmless for any claims from customer's use or misuse, including any third parties for loss, injury, and damage to persons or property arising out of the customer's negligence or operation including legal costs incurred in defense of such claims;
4. Operators should read any/all warnings and instructions (safety instructions) that may be provided;
5. Retaking of equipment: if customer fails to return all rented items upon agreed time, customer agrees to pay for all additional charges. If customer refuses to return rented items, the customer agrees that Hypitch Marketing and its agents may take all reasonable actions necessary to recover rented items without prior notice or legal process;
6. Customer acknowledges the possibility of injury and will provide adult supervision at all times according to the laws appropriate to the province of Ontario;
7. Attorney fees: customer agrees to pay all reasonable attorney fees and court costs incurred by Hypitch Marketing in enforcing these terms and conditions;
8. Hypitch Marketing makes no warranties of merchantability or fitness for particular purpose, or any warranties, expressed or implied.
9. **CANCELLATION:** Should the customer wish to cancel this agreement or reduce the total number of rental(s), Hypitch Marketing will refund all payments received less fifteen percent (15%) of the total payment or a minimum of fifty-dollar ($50.00) administrative fee, only if written notice of the request of cancellation is received by Hypitch Marketing no less than 30 days before the Event date. Should Hypitch Marketing receive notice of cancellation with less than 30 days before the Event date, the customer will not receive a refund.

   In the event that this agreement is cancelled or postponed or otherwise not held for any reason whatsoever or resulting from strikes, riots crime lockouts, fire, act of terrorism or war, disease or epidemic, public health emergency, or an event described by the legal term acts of God such as hurricane, flooding, earthquake etc. by Hypitch Marketing. Hypitch Marketing shall not be liable for any payments, compensation or expenses. Hypitch Marketing will refund all payments received less fifteen percent (15%) of the total payment or a minimum of fifty-dollar ($50.00) administrative fee.

10. **FORCE MAJEURE and ACTS OF GOD:** Hypitch Marketing shall have no liability whatsoever for any matter or thing resulting from strikes, riots crime lockouts, fire, act of terrorism or war, disease or epidemic, public health emergency or an event described by the legal term act of God such as hurricane, flooding, earthquake etc. that shall prevent one or both parties from fulfilling their obligations herein.