ToolHub Rentals
Southwestern Ontario and the GTA
647-945-4101
toolhubrentals@gmail.com

Tool Rental Agreement and Liability Waiver

This agreement is between **ToolHub Rentals** ("ToolHub", "we", "us") and the customer named below ("you"). Read every page before signing.

Agreement no.: _____

1. Rental details

Customer

Field	Details
Full legal name	
Company name (if renting for a business)	
Street address, city, postal code	
Phone	
Email	
Photo ID type and number (last 4 digits only)	
ID checked by (staff initials)	
Date of birth (must be 18 or older)	

Tools rented

Tool, brand and model	Serial no.	Rate (day / week / 2 weeks / month)	Price	Deposit

Rental period and payment

Field	Details
Pickup date and time	
Return date and time (due back by)	
Pickup or delivery address (if delivered)	
Rental subtotal	
HST (13%)	
Delivery fee (if any)	
Total rental charge	
Total deposit held	
Payment method	Cash / Debit / Credit / E-transfer

Condition at pickup (both parties check the tool together)

☐ Tool turns on and runs normally
☐ Cord, plug and guards undamaged
☐ Accessories included (list): _____
☐ Battery and charger included (cordless tools): yes / no, quantity: _____
☐ Existing marks or damage noted: _____
☐ Photos of the tool taken at pickup

Condition at return (staff use)

☐ Returned on time / days late: _____
☐ Returned clean and working
☐ All accessories, batteries and chargers returned
☐ New damage noted: _____
☐ Deposit refunded: $_____ / amount kept and reason: _____

2. Rental terms

1. **Ownership.** The tools stay the property of ToolHub at all times. You may not sell, lend, sub-rent, pledge or give the tools to anyone else.
2. **Who may use the tools.** Only you, or people working under your direct supervision who are 18 or older and know how to use the tool safely. You are responsible for anyone who uses the tools.
3. **Condition at pickup.** You confirm you inspected each tool and its cord, guards and accessories before leaving, and that it was in good working order except as noted in Section 1. If a tool is not safe or not working, do not use it. Stop and call us at 647-945-4101.
4. **Proper use.** You will use each tool only for the job it was made for, following the manufacturer's instructions and all safety laws. You will not modify, open up or repair any tool. You will not use a tool in rain, standing water, or near flammable gases or liquids unless it is designed for that.

5. **Care.** You will keep the tools secure, dry and protected from theft and damage. Do not leave tools in an unlocked vehicle or unattended on a job site.
6. **Breakdowns.** If a tool stops working, stop using it right away and call us. We will repair or replace it, or refund the unused rental time. We are not responsible for lost time, wages or other costs caused by a breakdown, except where the law says otherwise.
7. **Return.** You will return each tool by the date and time in Section 1, clean and in the same condition as at pickup, apart from normal wear. A tool is returned only when ToolHub staff have checked it in.
8. **Late returns.** A late tool is charged at the daily rate for each day or part day it is late, until it is returned. A tool more than 7 days late that you have not arranged to keep may be treated as stolen and reported to police.
9. **Cleaning.** A cleaning fee of $_____ may be charged for a tool returned dirty (for example, with concrete, mortar, grease or paint on it).
10. **Damage.** You will pay the cost to repair any damage beyond normal wear, including damage from misuse, dropping, overloading or wrong accessories. Repair costs are based on the repair invoice or, if we do it ourselves, a reasonable labour and parts charge.
11. **Loss or theft.** If a tool, battery, charger or accessory is lost or stolen while rented to you, you will pay its current replacement cost plus rental charges up to the date you report the loss. Report a theft to police and to us within 24 hours and give us the police report number.
12. **Deposit.** You pay a deposit for each tool before pickup. The amount depends on the tool and is shown in Section 1. We refund it in full when the tool is returned on time, clean and undamaged. We may keep all or part of it for late fees, cleaning, damage, missing parts, or loss, and you pay any amount above the deposit. We will tell you in writing why we kept any amount.
13. **Payment.** Rental charges and HST are paid at pickup. Extra charges under this agreement are due when we tell you about them. You authorize ToolHub to charge the card on file, if any, for unpaid charges.
14. **Extending a rental.** Call us before the return date to extend. An extension depends on availability and is charged at the matching rate.
15. **Consumables.** Blades, bits, discs and grease cartridges wear out with use. Worn consumables are not damage. Consumables you buy from us are not refundable once used.

3. Safety, assumption of risk and release of liability

PLEASE READ CAREFULLY. BY SIGNING THIS SECTION YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

3.1 Safety. You confirm that:

- you are 18 or older and physically able to use the tools safely;
- you know how to use each tool, or you asked us for instructions and received them before leaving;
- you have read, or will read, the manufacturer's manual and safety warnings for each tool;
- you and anyone using the tools will wear the right protective equipment, such as safety glasses, hearing protection, gloves, dust masks or respirators, and safety boots;
- you will not use the tools while impaired by alcohol, cannabis, drugs or medication, or while tired;
- you will check for hidden electrical wires, gas lines and water pipes before drilling, cutting or breaking into any wall, floor or ground (call Ontario One Call before digging);
- you will keep children, pets and bystanders away from the work area.

3.2 Risks. You understand that power tools are dangerous. Their use can cause serious injury, permanent disability or death, and damage to property. The risks include cuts and amputations, kickback, flying debris, eye and hearing injury, electric shock, burns, fire, silica and other dust, vibration injury, falling objects, and strain from heavy tools. Some risks come from the tool, the material or the job site, and cannot be fully removed.

3.3 Assumption of risk. You freely accept all risks of injury, death, loss and damage that come from picking up, transporting, using, storing or returning the tools, whether those risks are known or unknown to you.

3.4 Release and waiver. To the fullest extent allowed by law, you release and waive all claims, now and in the future, against ToolHub Rentals and its owners, employees and agents ("the Released Parties") for any personal injury, death, property damage, loss or expense arising from the rental or use of the tools, **including claims caused by the negligence of the Released Parties**, and including negligence in inspecting, maintaining, repairing or giving instructions about the tools.

3.5 Others who use the tools. You are responsible for making sure anyone who uses the tools under this agreement follows Section 3.1. You understand this release covers claims you, your heirs, executors and family may bring.

Customer initials: _____

4. Indemnity, limits and legal terms

4.1 Indemnity. You will cover ToolHub and the Released Parties for any claim, cost, fine or legal fee that a third party (such as a neighbour, worker, client or property owner) brings against them because of how you or anyone using the tools under this agreement used, transported or stored the tools.

4.2 Limit of liability. If ToolHub is found responsible for anything despite this agreement, our total liability is limited to the rental charges you paid for the tool involved, to the extent the law allows. We are not responsible for indirect losses, such as lost profit, lost wages, delays or job penalties.

4.3 Your insurance. You are responsible for insuring your own work, your property and any job site. Business customers should carry liability insurance that covers rented equipment.

4.4 Consumer rights. If you are renting as a consumer (for personal, family or household use), you keep any rights you have under Ontario's *Consumer Protection Act, 2002* that cannot be given up by agreement. Nothing in this agreement takes away those rights. Every other part of this agreement still applies.

4.5 Severability. If a court finds any part of this agreement invalid or unenforceable, that part is limited or removed only as far as needed, and the rest of the agreement stays in force.

4.6 Governing law. This agreement is governed by the laws of Ontario and the federal laws of Canada that apply there.

4.7 Whole agreement. This document, with the rental details in Section 1, is the whole agreement between you and ToolHub for this rental. Any change must be in writing and agreed by both parties. If we accept a late payment or do not enforce a term, that does not mean we give up our rights.

4.8 Personal information. We collect your name, contact details and ID information only to manage this rental, collect amounts owed, and recover tools. We do not sell your information.

5. Acknowledgement and signatures

By signing below, you confirm that:

☐ I am 18 years of age or older.

☐ I have read and understood this entire agreement, including Section 3 (release of liability).

☐ I inspected the tools and agree with the condition noted in Section 1.

☐ I received, or did not need, instructions on how to use the tools safely.

☐ I had the chance to ask questions and get independent legal advice before signing.

☐ I am signing freely and agree to be bound by this agreement.

	Customer	ToolHub Rentals staff
Signature		
Printed name		
Date		
Witness (optional)		

Return sign-off (staff use)

Field	Details
Date and time returned	
Checked in by	
Late fees	
Damage, cleaning or missing items charged	
Deposit refunded	
Customer signature	