

RENTAL TERMS AND CONDITIONS

In consideration of the hiring of the Equipment described without operator, by the undersigned (herein after referred to as the "Renter",) from the company named on the reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. **RENTAL TERM** begins on the date and time specified as "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing on the reverse side of this contract. Rental charges commence on delivery of Equipment to Renter and end upon return of the Equipment to Dealer's premises. The Rental Term shall end on and include the day of actual delivery of the Equipment to the Dealer. At the end of the rental period the Dealer shall provide and the Renter shall obtain an Off Rent number. Dealer may terminate Rental at any time and take possession of the Equipment above. The Renter is responsible for the Equipment until it has been returned to the Dealer's yard. Rental rates are quoted FOB our yard. Rates are based on an eight (8) hour work day and five (5) day week. Double and triple shifts will be charged accordingly.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all the Equipment in good working condition and repair and declares that the Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and all hitches, bolts, safety chains, hauling tongues, together with all the devices and materials used to connect the Equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods. If the Dealer's employees assist in loading or unloading the goods, the Renter agrees to assume the risk of and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the Equipment to Dealer's premises upon the expiration and due date hereof is as good condition as when received by Renter, ordinary wear and tear excepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the Equipment should it at any time, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify the Dealer that the Equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Equipment or product.
4. **PROPER INSTRUCTION/USE.** Renter acknowledges that the Dealer has provided, and Renter is satisfied with, instructions regarding the proper and safe use of the equipment. Renter has read, or will prior to using the equipment, read, and will fully comply with, all operating manuals, safety instructions, and other materials supplied by Dealer. Customer will use the equipment only for the purpose for which it was manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, provincial, and local laws, rules, and regulations. Customer will discontinue use of the equipment if it is found to be defective, in need of repair or maintenance, or otherwise not properly functioning.
5. **COMPLIANCE WITH THE LAWS.** Renter acknowledges that Dealer has no control over the use of the Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, provincial and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and in use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment.
6. **MAINTENANCE, OPERATION AND REPAIRS.** The Renter shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless or needlessly rough usage, and shall, at the Renter's own expense, maintain and ultimately return to the Dealer the Equipment and its appurtenances, together with any tools and accessories pertaining thereto the whole in good repair and running order, fair wear and tear excepted. Without limiting the generality of the foregoing, the Renter shall, at the Renter's own expense, during the term of this Lease, pay the cost of:
 - a) All fuel and lubricants required to operate the Equipment;
 - b) All repairs required to be made to the Equipment in order to keep it in good repair and proper running order in accordance with the operator's manual;
 - c) Replacing broken or worn out parts, fair wear and tear excepted;
 - d) The maintenance of tires, tubes, and tracks on all Equipment so equipped is the responsibility of the Renter.Repairs to and or replacement of, tires, tubes and tracks will be charged to the Renter, as will any service calls to the location of the Equipment if the Equipment is not brought into the Dealer's yard. No allowance will be made for any downtime or inconvenience caused to the Renter by failure of any tires, tubes, and wheels and/or associated Equipment.
7. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. Renter is to use properly trained operators. In the event of any accident or casualty, resulting in bodily injury or property damage arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefore and shall hold the Dealer harmless from any claims or action arising therefrom. Renter shall furnish the Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses.
8. **DAMAGE TO EQUIPMENT.** The Renter shall be responsible for and shall indemnify the Dealer for all loss or damage to the Equipment, however caused, in addition to the Dealer's loss of use of the said equipment. The appraisal for any such loss or damage shall be based on the replacement cost of Equipment without deduction for depreciation.
9. **LIABILITY OF LESSEE/INDEMNITY.** The Renter shall indemnify the Dealer against all loss, expenses, penalties, damages, condemnations and law costs which the Dealer may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the Equipment by or while in the hands of the Renter or the latter's employees, agents or carriers. The Renter hereby renounces all claims which they may have against the Dealer for any loss or damage which they may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
10. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances will be considered a theft resulting in a criminal prosecution.
11. **TAXES.** Renter agrees to pay any and all taxes licence fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.
12. **TITLE.** Title to the Equipment is and shall at all times remain in the Dealer. The Renter shall not incur or permit to exist any lien or other encumbrance on or with respect to the Equipment. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the Equipment without notice or legal process, and may take all action reasonably necessary to do so.
13. **INSPECTION.** Before the Equipment is loaded for transit to the Renter, the latter may have an inspection thereof made by a competent authority and if the Equipment is proven not to be substantially in the condition required by the Lease, then the cost of such inspection shall be paid by the Dealer. If the Renter fails to have such inspection made, the Equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the carrier. The Renter's right of inspection shall be in lieu of any warranties or guarantees and it is agreed that the Dealer makes no warranty or guarantee whatsoever as to the Equipment or its performance. The Dealer shall have the right at any time to enter upon the premises occupied by the Equipment and shall be given free access thereto and afforded all necessary facilities for the performance of inspecting the Equipment.
14. **TERMINATION OF LEASE.** Should the Renter fail to make any payment for more than thirty (30) days after it becomes due, or becomes bankrupt, or fails to maintain and operate or to return the Equipment as provided by the Lease, or violates any other provision hereof, the Dealer may terminate this Lease, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due, and full damages for any injury to, and all expenses incurred in obtaining the return of the Equipment. Should the Dealer fail to ship the Equipment in good and running order stipulated in this Lease, the Renter may, upon giving the Dealer notice in writing, terminate this Lease and recover any amount paid by him (it) to the Dealer hereunder. All outstanding obligations shall survive termination of the lease.
15. **SUBLETTING AND LOCATION.** None of the Equipment shall be sublet by the Renter, nor shall he (it) assign or transfer any interest in this Lease without the previous written consent of the Dealer. The Equipment shall be used only at the location shown on the face of this lease.
16. **DAMAGE WAIVER .** If the Renter accepts the Damage Waiver (Renter is deemed to accept unless it declines where indicated on the front of this Agreement and has provided the Dealer with proof of insurance) and paying the additional fee specified thereon, the Dealer will waive its claim against the Renter under paragraph 7 hereof for damage to the Equipment for any amount (except as set out in Damage Waiver Agreement). By accepting the Renter agrees to the full terms and conditions of the Damage Waiver Agreement.
17. **MISCELLANEOUS, AND WARRANTIES.**
 - a) This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. parties and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns.
 - b) All rental equipment returned is subject to a cleaning charge and/or damage charge where applicable.
 - c) Dealer makes no warranties, either expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the Equipment, it's merchantability or fitness for a particular purpose, or that it is suited for the Renter's intended use. The aggregate liability of Dealer hereunder, if any, shall be limited to the amount paid to it by Renter under this Lease.
 - d) The Renter consents to the collection of personal information by Dealer and the
 - e) Any schedule attached to this agreement form part of this agreement.
 - f) This agreement shall be binding upon and shall endure to the benefit of the use, retention, disclosure of such information by Dealer in accordance with the Dealer's Privacy Statement as posted at www.rentshopinc.com.