



## RENTAL AGREEMENT - TERMS AND CONDITIONS

In consideration of the hiring of Equipment without an operator, by the undersigned (hereinafter referred to the Renter) from the company named on the reverse side (hereinafter referred to as the Dealer) upon the terms and conditions and the price herein specified. It is agreed as follows.

1. **RENTER IS A CORPORATION.** When the renter is a corporation or is other than the person signing this contract on the Renters behalf, the person signing this contract represents and warrants that he/she has the authority of the Renter to execute the agreement on the Renters behalf and to pledge the credit of the Renter and where applicable that the person signing this contract is a duly appointed signing officer of the Renter properly authority in that behalf. The person signing the contract agrees to be jointly and severally liable with the Renter for the performance and/or payment of all the Renter's obligations under this contract.
2. **RENTAL AND TERM** begins on the date and time specified "OUT" and terminates on the date and time specified as "DUE" unless amended in writing and signed by the Dealer. Rental charges commence on delivery of equipment to Renter and end upon return of equipment to Dealer's premises. Dealer may terminate Rental at any time and take possession of equipment without notice to the Renter who shall be liable for rental charges to the time of such termination. Renter agrees to pay, on return of equipment to Dealer's premises all charges and costs for the use thereof. Renter's right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
3. **CONDITIONS OF HIRING, INSPECTION, PRIVILEGE, AND WAIVER OF DEFECTS.** Renter accepts and hires the equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the equipment and declares that he/she 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, and hold the Dealer harmless for any property damages or personal injuries, including damages or injuries attributable to the negligence of the Dealer or his employees.
4. **LOSS, DESTRUCTION, DAMAGE, THEFT, OR FIRE.** Renter agrees to return the equipment to Dealer's premises upon the expiration and due date hereof in good condition as when received by Renter, ordinary wear and tear exempt "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on one shift (eight hours per day, five days per week) Damage which is not "ordinary wear and tear" includes but not limited to: damage due to overturning, overloading, and exceeding rated capacities; breakage; Improper use; abuse; lack of cleaning, dirtying of equipment by paint, wax, mud, plaster, concrete, resin or other materials. Renter agrees to pay immediately all costs incurred. The total loss, theft, burning, or destruction of the equipment shall not terminate this contract, moreover, the Renter shall pay all rental fees until the equipment is returned or the value of the equipment is paid to the Dealer. The Renter further undertakes to notify the Dealer and the police of any loss, theft, or destruction of the equipment. The parties agree that the value of the leased equipment shall be its replacement cost at the time of the loss. In the event, the equipment is returned to Dealer's premises at a time not during Dealer's regular business hours. Renter agrees to pay for any damages to or loss of the equipment occurring between the time of return and the commencement of Dealer's next business day. If equipment is to be picked up by the Dealer, Renter agrees to provide a secure storage location and accepts all risks relative to the stored equipment until such time the equipment is picked up by the Dealer.
5. **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, Renter will immediately notify Dealer that the equipment is unsafe or in disrepair and Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rental equipment or product until such time as Dealer has regained possession of same.
6. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of equipment by the Renter and Renter agrees at his sole expense, to comply with all municipal, provincial and federal laws, ordinances, and regulations that 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.

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. In the event of an accident or casualty resulting in bodily injury or property damages out of Renter’s use and hiring of said equipment. Renter agrees to accept all responsibility therefore and shall not hold Dealer harmless from any claims or action arising therefrom. Renter shall furnish Dealer with a complete report of any accident involving said equipment, including names and addresses of all persons involved and all witnesses.
8. **DISCLAIMER OF WARRANTIES.** Dealer makes no warranties, expressed or implied as to the equipment’s merchantability or fitness for any particular purpose, or that it is free from latent defects. The Renter acknowledges that the Dealer is not the manufacturer of the equipment, nor the agent of the manufacturer and that no representations or warranties are given, expressed, or implied as to the design, quality, capability, fitness, or suitability of the equipment, whether for any particular purpose, requirement or otherwise of the Renter. In case of failure of equipment, the Dealer shall at its discretion, repair the equipment within a reasonable time, provide alternate like equipment, if available, make alternate like equipment available at another time (if acceptable to the Renter); or adjust the rental charges. Dealer shall not be responsible for any loss, damage, or injury to the Renter or Renter’s property, including incidental, special, or consequential damages, in any way connected with the operation, use, defect, in or failure of the equipment.
9. **USE OF DEPOSIT AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit paid by the Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the complete performance of each of all of the terms, covenants, and agreements to be performed by the Renter hereunder Renter agrees to pay a late payment penalty at a rate of (1 ½%) per month, 18% per annum on all delinquent accounts. Renter hereby grants Dealer the privilege of rebilling on any credit card used for payment of deposit.
11. **TAXES.** Renter agrees to pay all taxes, licence fees, or permit foes arising out of the hiring and use of the equipment. Renter agrees to pay said taxes whether 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.** The title to the equipment is and shall remain the Dealer. If the equipment is levied 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. **JURISDICTION.** This contract and the transaction evidenced hereby constitute the entire agreement between the parties and shall be governed by the laws, rules, regulations, and ordinances prevailing in the providence in which it is written.
14. **DAMAGE WAIVER.** Unless previously accepted or rejected by a separate written agreement, by accepting the DAMAGE WAIVER, Renter agrees to pay an additional charge as specified on the reverse on specific items and may be presented in Dealer’s office. In return, therefore, Dealer agrees to waive certain claims for damage to the equipment rented as specified below.

DAMAGE WAIVER

- If the renter has accepted the DAMAGE WAIVER by not checking his rejection and initialing the appropriate portion of this agreement, then Renter’s liability for physical damages to the equipment.
- A. Shall be committed to 25% of damage from any cause other than those damages outlined in paragraphs C, D, E, F, G, H, and I below in which Renter shall be fully responsible and liable concerning each item of equipment.
- B. Damage resulting from freezing, reckless, careless, or abusive operation or use of equipment including overloading or exceeding the rated capacity of the equipment.
- C. Damage to motors or other electrical appliances or devices caused by artificial electrical current.
- D. Damage to tires and tubes caused by blowout, bruises, cuts, road hazards, or other causes inherent in the use of the equipment.
- E. Damage resulting from the use of the wrong type or grade of fuel, lack of lubrication, or other normal services of equipment.
- F. Any item or part thereof which is not returned, In respective of the reason, including loss or theft.
- G. Damage caused by infidelity of Renter, his employees, or persons to whom the equipment is entrusted.

- H. Damage caused by a third party.
- I. Use of the equipment in violation of any of the terms of this agreement.

Renter further agrees that Dealer shall be subrogated for any recovery rights that Renter may have for damage to the equipment rented hereunder, in the form of insurance protection of such damage. If Renter has insurance covering such loss or damage. Renter shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Renter further agrees to assign said claim and pay all proceeds from such insurance to Dealer. Renter shall upon request, furnish the name of his insurance agent, insurance company, and complete information concerning insurance coverage carried.

*A LARGER FONT COPY OF THE ABOVE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST*

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DEALER  
MR Blais Sales & Service Inc.

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RENTER

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DATE

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DATE