



Rental Conditions

1. The Lessee agrees to take full responsibility for the equipment listed herein.
2. Equipment is to be returned in the same condition as delivered, less normal wear. All repairs due to neglect will be charged to the lessee at replacement cost.
3. The lessor will not accept invoices for repairs or for any other reason, unless prior written approval is obtained from authorized personnel of the lessor.
4. The Lessee shall for all purposes be deemed to have rented the equipment effective at the date of taking possession, until returned.
5. The Lessee binds himself to take all possible care of the equipment rented and assumes full responsibility for loss for any reason or cause whatsoever, and undertakes to pay the cost of replacement or actual value of replacement should replacement not be possible, and to pay for any damages, save for accidental equipment damage as defined herein, caused to the equipment while in lessee's possession.
6. The lessee acknowledges and agrees to allow the lessor to inspect the rental equipment at any time during the course of this rental contract with time and place of the inspection to be designated.
7. In the event of default in payment of rent herein provided for or in the event of the lessee's breach of the agreement, the Lessor is hereby given the right to enter on the property of the lessee and to repossess the said equipment without legal process and such repossession shall not negate the Lessee's contractual obligations herein.
8. If legal action is required, the Lessee agrees to pay all costs incurred by the Lessor.
9. Lessee agrees not to move equipment from one job site to another without obtaining the express consent from authorized personnel of the lessor
10. Lessee agrees that the lessor has the right to cancel this contract at any time during the term hereof forthwith by noticing in writing to the lessee
11. The lessee agrees that the lessor shall not be liable for failure of operation of the equipment for any reason
12. The lessee agrees that during the continuance of the rental he will not assign this agreement or under-let or lend the equipment of any part or parts thereof, but will keep the equipment of any part thereof within the province in which rented.

13. The Lessee agrees that this rental arrangement shall terminate on the date agreed to with the lessor and shall only be extended by obtaining the expressed consent from authorized personnel of the lessor.
14. The liability for injury, disability and for death of any person caused by the operation, handling or transportation of equipment rented hereunder shall be that of the lessee and he shall indemnify the lessor against all liability. The lessee shall also indemnify and save harmless the lessor against all loss, expense, damages and or penalty or penalties which may arise out of any action for damages to property or person or persons occasioned by the operation, handling or transportation of the equipment rented hereunder.
15. The lessor makes no warranty, either expressed or implied as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability or fitness for any particular purpose, or that it is suited for the lessee's intended use.
16. "Accidental equipment damage" is deemed to be any damage to the rental equipment which the lessor in his sole discretion deems to be of any accidental nature, but shall not include damage caused by reason of theft, vandalism, fire, acts of god, or acts of a third party.
17. The lessee agrees that the lessor is not responsible for any damages caused to lessee's vehicle or equipment during loading and unloading
18. The lessee agrees that the lessor has the right to apply to lessee's credit card any and all charges pertaining to this rental invoice.