

Rental Contract

Terms and Conditions

1. Contract Duration

This contract is for the period stipulated on the reverse side and, unless another date is specified in this contract, begins on the date the renter receives the equipment.

2. Rental Period

All equipment is rented for a minimum of 4 hours. For the purpose of this contract the rental periods are defined as:

2.1. Half day = 4 hours 2.2. 1 day = 24 hours 2.3. 1 week = 7 days 2.4. 1 month = 28 days

The 4 hours rental applies during business hours. The renter shall be deemed, for all legal purposes, to have had use of the machinery or accessories rented from the day they took possession until the day they are returned to the owner. The renter agrees to notify the owner of any overuse beyond the agreed rental duration, which will be billed.

3. Deposits and Payments

A deposit is due at the time of booking or pickup. The deposit is non-refundable but will be applied toward the total invoiced rental amount.

The final payment for the balance of the rental fees will be collected when the equipment is returned, along with any additional charges (e.g., cleaning, refueling, late fees, or damages).

The renter authorizes the owner to charge their credit card on file for any rental fees, deposits, or additional charges under this contract, even if the renter is not physically present at the time of payment.

The renter remains responsible for all outstanding charges even if the deposit does not fully cover them.

4. Rental Fees

The renter must pay the owner the rate stipulated on the reverse side for each item of equipment for the entire rental period. If the renter keeps the equipment after the contract's expiry with the owner's consent, the contract will be extended under the same terms until the equipment is returned. The owner may, after giving one day's notice, terminate the extended contract at any time and reclaim the equipment by entering the premises to retrieve it, without prejudice to other legal rights or remedies.

5. Ownership

The equipment remains the exclusive property of the owner at all times. The renter has only the right to use it under the terms of this contract. The renter may not move the equipment from the location indicated on the reverse without prior consent from the owner.

6. Destruction, Loss, Theft, and Fire

Total loss, theft, fire, or destruction of the equipment does not terminate the contract. The renter must continue paying rental fees until the equipment is returned or its value paid to the owner. The renter must immediately notify the owner and the police of any such event. The agreed value of the equipment is its replacement cost at the time of the incident.

7. Delays

Inability or delay (not caused by the owner's fault) in using the rented equipment does not release the renter from their rental payment obligations. No compensation can be claimed from the renter.

8. Contract Expiry

Upon contract expiry or early termination, the renter must return the equipment to the owner at the address indicated on the reverse, in the same condition as received, except for normal wear. If not, the owner (or their authorized representative) may reclaim the equipment without notice and enter any premises to do so. The renter is responsible for proving the equipment has been returned and the return date.

9. Use, Maintenance, and Repair

The renter guarantees proper use of the equipment by qualified individuals. The renter must maintain the equipment at their own expense and is responsible for any damage. The owner will own any parts added or used as replacements. The renter agrees to allow the owner or authorized persons to inspect the equipment. The renter must carry out all repairs, with no reduction in rental fees, and must pay any costs, taxes, penalties, or other charges related to the possession or use of the equipment.

10. Limitation of Liability

The owner is not responsible for any damage, loss, or injury caused by the rented item during its use. Third-party faults, accidents, or force majeure cannot be held against the owner. The owner is not liable for any damages from hidden defects or system failures in the equipment and is not obliged to compensate the renter for direct or indirect damages. The owner is never liable for injuries, delays, or damage due to the equipment's condition or events beyond their control. The renter is responsible for the equipment's use and any damage caused. The renter assumes all risk from operating the equipment. Furthermore, the renter agrees to comply with provincial and municipal codes when using the equipment.

11. Contract Termination

The owner may terminate the contract without notice if the renter is late with payment or breaches any terms. This includes if the equipment is mortgaged, if bankruptcy proceedings are initiated, or if a liquidation resolution is passed. In such case, the renter no longer has the owner's consent to keep the equipment. The owner or authorized agents may reclaim the equipment without notice and enter any premises to do so. The renter must immediately pay all due and upcoming rental fees and damages, including reasonable legal and enforcement expenses.

12. Subletting and Assignment

The renter may not sublet the equipment or assign the contract without the owner's written consent, which may be refused for valid reasons.

13. Movable Hypothec

The renter must keep the equipment free of any security interests. If not, the renter must reimburse the owner for any costs incurred to discharge such encumbrances.

14. Cleaning

The renter agrees to return the rented items in a clean condition. Failure to do so will result in the renter being liable for cleaning fees.

15. Damage Waiver

The renter agrees to pay a 10% surcharge on the total rental fee to be exempt from paying for mechanical damage, provided the renter acted reasonably during the rental period. This waiver does not replace all-risk insurance, which the renter must maintain at their own expense. It does not affect the insurer's subrogation rights. The renter is presumed not to have acted reasonably in the following cases:

- Overloading beyond equipment capacity or improper weight distribution (e.g., tipping).
- Flat/damaged tires, damaged wheel rims, broken bits/blades/cables.
- Leaving equipment or accessories unattended or unsecured.
- Damage from lack of oil/lubricant, lack of fuel, wrong fuel type, freezing, or missing accessories like filters.
- Transport-related damage due to inadequate securing.
- Unauthorized use, abuse, intentional damage, or negligence.

16. Fees and Collection

The renter agrees to pay: - All rental fees and deposits as outlined in this agreement; - Any additional charges for cleaning, refueling, damage, or late returns, - Interest on overdue accounts at 2% per month (24% annually); - A \$50 fee for bounced cheques; - All collection, legal, and enforcement costs.

17. Hazardous Equipment

All equipment involving heat, combustion, explosion, or flammable materials must be operated under constant and proper supervision by qualified personnel.

18. Interpretation

Unless otherwise stated, the terms 'owner' and 'renter' include their administrators, executors, successors, and assigns. If multiple renters or owners exist, obligations are joint and several.