

# RENTAL AGREEMENT BC RENTALS LTD.

BC Rentals Ltd hereafter referred to as the "Company", hereby rents to the person or persons referred to on the reverse side hereof, hereinafter referred to as the "Customer", certain equipment and the customer agrees to pay as rental therefore the sum stated on the Rental Contract. The said property is rented on the following terms and conditions agreed to by the Parties:

**PERIOD OF RENTAL** is based on days out not days used.

**RATE OF RENTAL** is as shown on Rental Contract or as published in Company's current rental list.

**FUEL AND CLEANING:** The customer will be responsible for fuel consumption, and if the equipment is not returned "Full" the fuel cost will be added during final billing. Additional charges for cleaning may apply if equipment is returned in an excessively dirty condition.

**SHIFT DEFINITION:** 8 hours = 1 day, 40 hours = 1 week, monthly rate = 28 days. Maximum 160 hours per 28 day period.

**SINGLE SHIFT:** It is agreed that the said property is rented for a single shift of only 8 hours per day. If used for more than one shift per day, the Customer agrees to pay the regular hourly rate for each additional hour put on the equipment hour meter, or time and one half for double shift and double the rate for triple shift. It is agreed that nothing contained within this Agreement shall be construed as an agreement to purchase.

**VALUE OF EQUIPMENT:** It is agreed that the value of said equipment is the full replacement value.

**AUTHORITY TO SIGN:** Any individuals signing the Rental Contract represents and warrants that they are of the legal age, and has the authority to sign the Rental Contract on their own behalf or for the customer.

**COMPLIANCE WITH BYLAWS:** Customer agrees to comply with all By-laws, Statutes and Regulations in any way relating to the said equipment or its use and to indemnify the Company from any loss, costs, charges, damages and expenses arising from the breach of or non-compliance with such By-laws, Statutes or Regulations.

**CANCELLATION:** If the Customer fails to make payment of any instalment of rent, as aforesaid for a period of ten (10) days, or becomes bankrupt or violates any provision of this agreement, or if the said equipment is levied upon or becomes liable to seizure, the Company may, at its option terminate this agreement without notice to the Customer, and may take possession of the said equipment without becoming liable for trespass and may recover all rental due hereunder and full damages to the said equipment and all expenses incurred in retaking possession of the said equipment. In the event that the Company terminates this agreement pursuant to this clause, all rights of the Customer hereunder shall become null and void. In the event the Company takes any legal steps to enforce the terms of this contract, the Customer agrees to pay, in addition to the costs and disbursements provided by statute, all reasonable legal fees necessitated by such action.

**TRANSPORTATION:** The rental price is F.O.B. the 'Company's' Store Location and the customer agrees to pay all transportation or cartage charges from and return to 'Company's' Store Location.

**EQUIPMENT:** The equipment referred to in this agreement consists of that recorded on the reverse side hereof.

**COMPANY'S REPRESENTATION:** The equipment covered by this agreement is represented to be in good running order but it is expressly understood that the Company is in no way responsible for the engineering in connection with its use or the results accomplished by the equipment or accidents resulting from its use, and the Company does not represent to the Customer that such equipment is suitable or will be suitable for any use or type of work.

**RISK:** The equipment shall be at the risk of the Customer from delivery of the equipment from the Company's Store Location to the Customer until the return of equipment to the Company's Store Location.

**PROTECTION OF EQUIPMENT:** The Customer will keep the equipment sufficiently protected and kept in a secure location. The Customer will return it at the expiration of this rental in the same condition in which it was received, reasonable wear and tear excepted. The Company may, for the purposes of inspection, at any time, enter upon any job, building or place where the equipment is located and may remove the equipment forthwith, without notice to the Customer, if the equipment is, in the opinion of the Company being used beyond its capacities or in any manner improperly cared for or abused. Any equipment not returned will be charged to the Customer at the then prevailing replacement cost of such equipment.

**NO ASSIGNMENT, LENDING OR SUBLETTING:** Customer shall not sublease, subrent, assign or loan the equipment without first obtaining the written consent of the Company, and any such action by Customer, without the Company's written consent, shall be void. Customer agrees to use and keep the equipment at the job site set forth on the first page of this Rental Contract unless the Company approves otherwise in writing.

**RECEIPT & INSPECTION OF EQUIPMENT:** Customer acknowledges that Customer has inspected the equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with proper operation and use of each item of equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices.

**EQUIPMENT OPERATION AND PERMITTED USE:** Customer agrees that the Company has no control over the manner in which the equipment is operated during the Rental Period by the customer. Customer will not use or allow anyone to use the equipment (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified and competent to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, provincial, and federal laws, ordinances and regulations (including WorkSafe BC, OSHA, and ANSI) which may apply to the use of the equipment. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify the Company when equipment needs repair or maintenance. Customer acknowledges that the Company has no responsibility to inspect the equipment while it is in Customer's possession.

**EQUIPMENT MALFUNCTION:** Should the equipment become unsafe, malfunction, or require repair, Customer shall immediately cease using the equipment and immediately notify the Company. If such condition is the result of normal operation, the Company will repair or replace the equipment with similar equipment in working order, if such replacement equipment is available. The Company has no obligation to repair or replace equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

**EQUIPMENT RETURN, DAMAGED & LOST EQUIPMENT:** At the expiration of the Rental Period, the Customer will return the equipment to the Company at the Store Location during the Company's regular business hours, such equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. The Customer shall be liable for all damages to or loss of the equipment from the time the equipment leaves the Store Location until the equipment is returned to the Store Location, including any loss or damage during transit, when being transported by the Customer. The Customer shall be liable for all damages to or loss of the equipment from time of delivery to time of pickup of said equipment from Customer's location. In the case of the loss, destruction or damage beyond economic repair, as determined by the Company, or inability or failure to return same to the Company, for any reason whatsoever, the Customer will pay to the Company the full replacement value upon demand, together with the regular rental rate, until said equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, the Customer shall pay the Company the reasonable cost of repair and pay rental charges on the equipment at the regular rental rate until all repairs have been completed. The Company shall be under no obligation to commence repair work until Customer has paid to the Company the estimated cost thereof.

**REASONABLE WEAR AND TEAR:** Reasonable wear and tear of the equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, paint over spray or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of the Company and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.

**TIRE/TUBE REPAIR OR REPLACEMENT:** Repair or replacement of tires and tubes is the responsibility of the Customer, and is not included in the rental rate.

**LATE RETURN:** If not returned by the end of the Rental Period, in addition to the rental rates set forth in this Rental Contract, Customer agrees to pay an additional charge at rates set by the Company from time to time for each hour the equipment is retained beyond the expiration of the Rental Period. Customer agrees to pay for any damage to or loss of the equipment occurring between the time the equipment is returned and the commencement of the Company's next business day in the event the equipment is returned to the Store Location at other than the Company's regular business hours.

**RENTAL PERIOD & CALCULATION OF CHARGES:** Rental charges commence when the equipment leaves the Store Location and end when the equipment is returned to the Store Location. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 28 days. On power equipment, operations in excess of one shift will be at the Company's standard premium rental rates. Customer will truthfully and accurately certify to the Company the number of shifts the equipment was operated. Customer's right to possess the equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Contract.

**TIME IS OF THE ESSENCE.**

**DEPOSIT:** In addition to securing the payment of rental charges hereunder, the Customer agrees that any rental deposit shall be deemed to be a guarantee by the Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by the Customer hereunder, and in the event of any breach by the Customer, the deposit will be credited against any damages, cost or expense incurred by the Company as a result of the breach, without prejudice to any of the Company's other rights and remedies against the Customer.

**PAYMENT:** All amounts due hereunder shall be payable in full upon the end of the Rental Period, return of the equipment to the Company or within 30 days following date of invoice, whichever comes first. The Customer and the Company agree that any amounts over 30 days outstanding shall be subject to interest charges of 2% per month (26.82% per annum).

**INSUFFICIENT FUNDS:** The Customer agrees to pay a \$75.00 fee for any payments returned for insufficient funds. In the event of any default whatsoever, any equipment provided will be immediately retrieved and all monies will become due for immediate payment. In addition, the Company can at its sole discretion, at any time and for any reason whatsoever, demand payment in full and retrieve any equipment provided, including retrieval of those funds from any credit card used at any time during the rental agreement process.

**EMAIL INVOICES:** Rental terms, conditions and signatures on any such contracts sent electronically, hold the same validity as would be in those original/written (hand) form.

**PLACE OF USE:** The equipment shall be in the conduct of the Customer's business only. Customer shall not remove or permit the removal of the equipment from the location specified as "shipping address" on the face hereof, unless prior consent in writing of the Company has been obtained.

**HEIRS & ASSIGNS:** The provisions, terms and conditions of this agreement shall endure to the benefit and be binding upon the respective heirs, legatees, executors, administrators, successors and assigns of the parties hereto, except as herein otherwise provided.

**GOVERNING LAW:** This Agreement will be governed by the laws of the Province of British Columbia.

**LIMIT AND LIABILITY:** The Company shall not be liable for any personal injuries, death to or of any person (including the Customer), or for any other loss or damage, either direct, indirect, incidental or consequential, whether to the equipment or to any other property, directly or indirectly caused or contributed to by the rental, delivery, possession, operation, use, maintenance, handling, transportation or repossession of the equipment or by any defect therein or by any other cause or reason whatsoever. In addition, in no case shall the Company be liable for loss of profits or of use of the equipment whether or not directly or indirectly caused or contributed to by the negligence or default of the Company. All limits of the Company's liability contained in this Agreement or elsewhere shall survive the termination of this Agreement or any renewals hereof. The intent of this section is that the Customer is to look solely to its insurer to satisfy any claim which may arise irrespective of its cause.

**INDEMNITY:** The Customer shall indemnify and save harmless the Company, its agents and employees against any and all liens, claims, loss, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever which the Company may at any time be required to pay or which may be imposed on, incurred by or asserted against the Company, its agents and employees, whether for personal injuries, death and/or property damage suffered by any person (including the Customer), or otherwise in any way relating to or arising directly or indirectly out of the rental, delivery, possession, operation, use, maintenance, handling, transportation or repossession of the equipment or by any defect therein or any other cause or reason whatsoever. The indemnities contained in this clause and in this Agreement shall survive the termination of this Agreement or any renewals thereof.

**PRE-AUTHORIZED PAYMENTS:** Prior to the Customer taking possession of the equipment, the Customer shall provide the Company with its credit card information. The Customer hereby authorizes and directs its credit card company to:

- charge the Customer's credit card account for all Payments to be made by the Customer to the Company pursuant to this Agreement (in this paragraph, the "Payments"), whenever the Company presents its invoices to the credit card company for the Payments owing by the Customer to the Company; and
- pay all such Payments to the Company from the Customer's credit card account. The Customer agrees, in consideration of its credit card company acting on this authorization that such institution shall not be liable for any loss or damage incurred as a result of honouring this authorization. This authorization may not be revoked without the Company's consent. The Company is hereby irrevocably authorized to deliver a copy, details or further evidence of this authorization to such credit card company, the Customer hereby appointing the Company its lawful attorney for such purpose. Such authorization may only be used by the Company in respect of payments arising under this Agreement, including, without limitation, payments arising from any default by the Customer under this Agreement or any indemnity granted by the Customer under this Agreement.

**INSURANCE:** The Customer shall, at its expense, keep the equipment insured against all risks of physical loss or damage, from any cause whatsoever for not less than the full replacement value thereof and carry adequate public liability and property damage insurance, in the joint names of the Company and Customer. At the option of the Company the proceeds of such insurance shall be applied toward the replacement or repair of the equipment or payment of the obligations of the Customer hereunder. At the option of the Company, the Customer shall provide to the Company, forthwith upon demand by the Company, a certificate giving evidence of such insurance.

**TITLE:** The equipment shall remain personal property and title thereto shall remain in the Company exclusively. The Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act or thing whereby the Company's title or right may be encumbered or impaired. The Customer shall whenever requested, advise the Company of the exact location of the equipment and shall give the Company immediate notice of any attachment or other judicial process affecting the equipment and indemnify and save the Company harmless from any loss or damage caused thereby. On the termination of this Agreement, the equipment shall be returned unencumbered to the Company at the Customer's sole expense and in the same condition as when received by the Customer, reasonable wear and tear resulting from proper use thereof along excepted. All additions and/or improvements made by the Customer to the equipment shall become the property of the Company upon the termination of this Agreement.

**DEFAULT:** Time is of the essence of this Agreement and in the event of the Customer's default hereunder or becoming insolvent, or if the Customer ceases doing business as a going concern or if a petition is filed by or against the Customer under the Bankruptcy and Insolvency Act, Winding-up and Restructuring Act, or an arrangement under the Companies' Creditors Arrangement Act is requested by the Customer, or if the Customer attempts to remove or sell or transfer or encumber or sublet or part with the possession of the equipment, or if the Company deems the Customer insecure:

- all sums due and to become due hereunder shall, at the option of the Company, or any assignee of the Company, become payable forthwith;
- the Company and/or its agents may without notice or liability or legal process enter into any premises of or under control or jurisdiction of the Customer or any agent of the Customer or any location where the equipment may be or by the Company is believed to be, and repossess the equipment, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law to do so, the Customer hereby expressly waiving all further rights to possession of the equipment and all claims for injury suffered through or loss caused by such possession; and
- the Customer will pay all costs, charges and expenses incurred in retaking possession of the equipment.

**VALIDITY:** It is agreed that if any terms or condition of this agreement is held to be invalid or unenforceable the validity or enforceability of the remaining terms and conditions shall not be affected thereby and the agreement shall be construed as if the offending term or condition had not formed a part thereof.

**IT IS AGREED:** The customer acknowledges that this contract constitutes the whole agreement between the parties and no representations or warranties have been made except as herein contained. No employee of the Company is authorized to alter the terms of this agreement in any way. Nothing contained in this agreement shall be construed as an agreement of purchase.

**NO WARRANTY:** There are no warranties, express or implied, statutory or otherwise, other than those herein contained.

**ENTIRE AGREEMENT / ONLY AGREEMENT:** The Customer acknowledges having received a duly executed true copy of this Agreement on the date hereof. This Rental Contract represents the entire agreement between the Customer and the Company with respect to the equipment and the rental of the equipment. There are no oral or other representations or agreements not included herein. None of the Company's rights or the Customer's rights may be changed and no extension of the terms of this Rental Contract may be made except in writing, signed by both the Company and Customer. Any use of Customer's purchase order number on this Rental Contract is for Customer's convenience only and does not constitute any acceptance, agreement or compliance with any terms and conditions which may be contained within any purchase order, tender or any such customer documentation. This Rental Contract and the terms and conditions contained within, in its entirety, supersede any terms and conditions contained within any Customer purchase order, tender or any Customer documentation, whether sent to or received prior or subsequent to this Rental Contract.

## OTHER PROVISIONS:

A. Any failure of the Company to insist upon strict performance by Customer of any terms and conditions of the Rental Contract shall not be construed as a waiver of the Company's right to demand strict compliance. Customer has carefully reviewed this Rental Contract and waives any principle of law which would construe any provision hereof against the Company as the draftsman of this Rental Contract.

B. Customer agrees to pay all reasonable costs of collection, court, attorney's fees and other expenses incurred by the Company in the collection of any charges due under this Rental Contract or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

D. Notwithstanding any of the above, the Company shall reserve the right, at any time and for any reason whatsoever and without prior notice, to remove any item of equipment from a customer and terminate that contract, including entering their or third party premises to access said equipment.

E. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered by electronic (e-mail), hand or mailed postage prepaid addressed to the addresses set out on the face of this Agreement or to such other address as may be given in writing and shall be deemed to have been received, if delivered, on the date of delivery and if mailed as aforesaid, then on the 5th business day following the posting thereof; provided that if any such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless and until actually delivered.

F. The Terms and Conditions referred to herein, shall take precedent over that which may be contained in any subsequent customer issued contract or PO.

**IT IS AGREED TIME IN THE PERFORMANCE OF EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT IS THE ESSENCE HEREOF**