

## Conditions of Rental

1. The Lessee agrees to take full responsibility for the equipment listed.
2. Equipment is to be returned in the same condition as delivered, less normal wear. All repairs due to neglect will be charged to Lessee at replacement cost. Additional charge may be levied on equipment returned dirty.
3. The Lessor will not accept invoices for repairs or for any other reason unless prior approval is obtained from authorized personnel of The Lessor.
4. The Lessee shall for all purposes be deemed to have been using the equipment rented from 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 whether by fire, theft or otherwise and undertakes to pay the cost of replacement or actual value should replacement not be possible. He also binds himself to pay for any damage caused to the equipment while in his possession.
6. In the event of default in payment of rent herein provided or in the event of the Lessee's breach of the agreement, the Lessor is hereby given the privilege to enter on the premises of the Lessee and to repossess itself of the said equipment without legal process.
7. If legal action is required the Lessee agrees to pay all costs.
8. Weekly and Monthly rates apply only when arranged in advance.
9. Lessee to advise office if equipment is to be moved from one job site to another.
10. Lessee agrees that Lessor has right to cancel this contract at any time during the term hereof forthwith by notice 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 or any part or parts thereof, but will keep the equipment or any part thereof in the province in which rented.

13. The liability for injury, disability, and for death of any persons caused by the operation, handling or transportation of the equipment during the period in which the equipment is in the possession of the Lessee shall be that of the Lessee and he shall indemnify the Owner against all such 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 person occasioned by the operation, handling or transportation of the equipment during the period in which the equipment is in the possession of the Lessee.
14. The Lessor may, from time to time, enter any premises where the machine may then be, for the purpose of examining and inspecting the condition of the machine.
15. Lessor makes no warranties, either express 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 Lessee's intended use.
16. A service charge of 2% per month (24% per annum) will be charged on overdue accounts.
17. Failure of Lessee to return equipment within one week of due date shall constitute theft and may subject Lessee to prosecution therefore.