



## RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. PHYSICAL CONDITION OF RENTAL EQUIPMENT** - You acknowledge that it is your responsibility to have any operational or damage concerns recorded on this agreement prior to taking delivery of the equipment. It is your responsibility to return the rented equipment to High River Rentals (hereafter known as "HRR") in the same condition that you take delivery. Failure to notify HRR within ONE HOUR of taking delivery of the equipment implies that the equipment is in proper working order and the day's rental charges shall apply.
- 2. TITLE** - You agree that HRR shall retain all rights to ownership and title to the equipment. You also agree that no ownership or title of the equipment is transferred to you under this agreement.
- 3. USE OF THE EQUIPMENT** - You agree that you are able to seek instructions for use from HRR as to the proper and safe manner of using the equipment or that you are already familiar with the proper and safe manner of using the equipment. You further agree that the equipment will only be used for the purpose that the equipment was manufactured and intended. Improper use of the equipment is strictly prohibited. You agree that it is your responsibility to read and understand all manuals, operating instructions and warnings as supplied with the equipment.
- 4. RESPONSIBILITY FOR USE** - You are entirely responsible for the use of the rented equipment. You assume all risks inherent in the operation and use of the equipment and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold HRR harmless from, and you hereby release HRR from, and all claims and liability for damage to property or bodily injury (including death) resulting from the use, condition, operation, or possession of the equipment. In no event shall HRR be liable for any special, direct, indirect or consequential damages in connection with this agreement.
- 5. RESPONSIBILITY FOR EQUIPMENT** - You are responsible for the equipment from the time it is rented by you until the time HRR accepts its return. Your responsibility includes, but is not limited to, ensuring that proper oil levels are maintained and proper fuel or fuel/oil mix is used (if applicable). If the equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges to replace or repair the equipment including any and all labour costs. You will also be responsible for the full rental rate as set forth in this agreement until the equipment is repaired or replaced.
- 6. LOADING AND UNLOADING OF EQUIPMENT** - In the event an HRR employee assists in loading or unloading equipment, you agree to assume the risk of, and hold HRR harmless from, any property damage or personal injuries in connection with the loading and/or unloading.
- 7. EQUIPMENT FAILURE AND REPAIR** - You agree to immediately discontinue the use of the equipment should it at any time become unsafe or in a state of disrepair, and you agree to immediately notify HRR of the facts surrounding such occurrences. HRR may in its sole discretion make the equipment operable within a reasonable time, or provide you with a similar piece of equipment (if available), or adjust the rental charges. This provision does not relieve you from the obligation imposed by other sections of this agreement. In all events, HRR shall not be responsible for any injury or damage, including consequential damage, resulting from the failure or defect of any rental equipment. You agree to not tamper with, avoid or remove any safety devices or guards.
- 8. RETURN OF THE EQUIPMENT** - The equipment is rented to you subject to this agreement for rental charges and for the period of time printed on this agreement. If the equipment is rented to you on a "monthly" basis, a month is defined as being equal to twenty-eight (28) days. If you would like to extend the term of this rental beyond the time and date specified on this agreement, you must immediately notify HRR to extend this agreement. The equipment will be filled with fuel (gas, mixed fuel, diesel or propane) upon return and additional charges will be assessed (an inflated rate that includes additional service charges). Additional cleaning charges will be assessed if the equipment is not returned clean. If this agreement has not been extended and you fail to return the equipment when due, or if you default in your obligations hereunder, HRR, to protect its ownership of the equipment and its interest under this agreement, may retake the equipment at any time. To do so, HRR or its representatives may enter your property (as prescribed by law) and you hereby waive any right of action against HRR, its representatives, employees, agents, officers and directors, for such entry and retaking. Notwithstanding any retaking of the equipment by HRR, you shall be liable to HRR for amounts due and unpaid by you to HRR under this agreement including all costs and expenses incurred by HRR arising as a result of or in connection with the retaking of the equipment as provided for in this clause; and interest on the then outstanding amounts due and owing by you to HRR under this agreement at a rate of 2% per month (24% per annum). In addition, you acknowledge that the failure to return the equipment within the contracted time and the sale or concealment of the equipment is prohibited and that such action may constitute a crime. In this event, HRR, in addition to any action it may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to potential prosecution. You acknowledge that HRR is entitled to take any or all of these actions without recourse.
- 9. EVENTS OF DEFAULT** - You acknowledge that you shall be deemed to be in default under this agreement if you breach any term or provision of this agreement; if you permit a judgement against you to remain unpaid for a period of ten (10) days after the date of judgment; or if any proceedings in bankruptcy, receivership or insolvency or for your reorganization or liquidation are commenced against you or your property.
- 10. EFFECT OF DEFAULT** - You agree that if any of the above events of default occurs, all rent and other charges then and thereafter payable by you to HRR under this agreement shall immediately accelerate and become due and payable to HRR without notice or demand to you, you shall immediately and at your sole expense return the equipment to HRR as provided herein, and the equipment may be retaken by HRR as provided in Clause 8 of this agreement. You acknowledge that no waiver by or on behalf of HRR of any breach or default by you under this agreement shall be deemed a waiver of any future breach of



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default. No delay in exercising its rights shall constitute a waiver of any right or prejudice HRR's exercise of any remedies in respect of an existing or future default.

**11. COLLECTION COSTS** - You agree to pay attorney's fees, collection fees, court costs and any other expenses plus G.S.T. incurred in collection of any charges under this agreement, in retaking the equipment or otherwise enforcing the terms of this agreement.

**12. CHARGES ON CREDIT CARDS** - If you have paid the rental or any other amounts by way of credit card charge or if you have provided HRR with a credit card number or imprint upon entering into this agreement, you agree that HRR is authorized to add applicable rental charges and taxes, and HRR's charges and expenses of cleaning and fuelling the equipment, if any, and any other amounts which may be or become due under this agreement to the applicable credit card transaction record. You agree to the reservation of credit, by a credit card issuer, up to the amount of the estimated charges due under this agreement and authorize HRR to process a credit card voucher, if applicable, in your name for all charges due under this agreement.

**13. DEPOSITS** - You acknowledge that HRR may apply the amount of the deposits specified on the reverse side of this agreement to any amount owing to HRR. The deposit will be returned to you if you have satisfied all of your obligations hereunder.

**14. MODIFICATION OF AGREEMENT** - This constitutes the entire agreement between you and HRR and you acknowledge that there are no collateral, oral or other agreements outstanding. None of HRR's rights may be changed and no extension of the term of this agreement may be made except in writing, signed by HRR, and made part of this agreement.

**15. ASSIGNMENT** - You acknowledge that HRR may assign its rights under this agreement and transfer its title in the equipment to any party without your prior written consent. You agree, however, not to sublet, loan or assign the equipment.

**16. WHO MAY OPERATE THE EQUIPMENT** - Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment or persons approved by HRR in writing. **Customer and all Authorized Operators must be at least 18 years old to operate equipment; be properly qualified to operate the equipment; and have a valid operator's license with respect to the equipment where required by law.**

**17. ENVIRONMENTAL CHARGE** - The environmental charge (if applicable) is a recovery by HRR of its expenses and costs for handling, managing, and/or disposing of waste materials associated with the rented equipment that contain hazardous substances, such as motor oil, grease, and/or hydraulic fluid, as well as related administrative costs. **This is not a government-mandated charge.**

**18. EQUIPMENT PROTECTION PLAN** - Equipment Protection Plan ("EPP") is a service offered to cover repair charges if the equipment rented is damaged during normal use. The charge for the EPP service is a percentage of the total rental fee and will appear as a separate line item on the invoice. **EPP only covers the costs of repair of the rental equipment damaged during normal use of the equipment.** EPP service does not cover loss of or damage to the equipment during transport or loss or damage to the equipment caused by: gross negligence or misuse, using the equipment in a reckless or abusive manner, theft, striking overhead objects, vandalism, boom damage from overloading of a boom or from a collision when a boom is in motion, damage from rollover or upset, any damage during the operation of the equipment by a person other than an Authorized Operator, use that is in violation of any law or ordinance, failure to perform basic maintenance, failure to secure the equipment by not reasonably restricting access to the equipment, intentional acts or failure to follow the instructions provided for proper use and care of the rented equipment.

**If the equipment is used in compliance with this agreement and if Customer accepts the EPP service, which IS NOT INSURANCE, then HRR agrees to waive Customer's responsibility to HRR under this agreement for the damage to the equipment up to the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) double the 4 week rental charge in effect on the date this agreement is entered into, per item of equipment, without regard to the rental period of this agreement. HRR reserves the right to deny the Equipment Protection Plan to Customers.**



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### CONTRACT SIGNATURE DETAILS:

With my signature as Customer / Authorized Agent, I acknowledge that I have read, understand and agree to the particulars set forth on this page, and each and all of the terms and conditions referred to on the reverse side of this rental agreement as if they were printed above my signature.

If signing on behalf of another, I have the authority to do so and I agree to be personally liable to the extent that I do not.

Equipment Protection Plan (EPP) is NOT INSURANCE. Customer may accept or decline EPP. If customer accepts EPP, Lessor agrees to waive certain claims against customer for loss of or damage to equipment, in accordance with the terms and conditions set forth in section 18, in the Rental Agreement Terms & Conditions.

Deposit collected at time of contract goes toward the anticipated rental charges and/or damage deposit.

Purchased items can be returned if they are in an unused, resalable condition within 7 days of purchase (receipt and original packaging required).

Returns are subject to a 15% restocking fee. Refunds and credit are issued by way of store credit. Special order merchandise cannot be returned.

**On-Account Terms: NET 30 DAYS (2% PER MONTH / 24% PER ANNUM Charged On Overdue Accounts).**