



CANADIAN RENTAL ASSOCIATION
ASSOCIATION CANADIENNE DE LOCATION

Please be advised that the “Terms and Conditions” that are offered in this document is for **information purposes only**. It is absolutely imperative that you consult your lawyer to make sure that “wording and content” suit your company’s type of rental. This is not offered as a final copy of your terms and conditions, but only a suggestion of terms that may help you to get the protection you require on your rental lease. As each province has specific wording in their laws, you should always have your contract checked by your company lawyer.

RENTAL CONTRACT

TERMS AND CONDITIONS: The Condition hereinafter stated, together with the agreements set forth on the reverse hereof constitute between the parties herein named, the contract which is hereinafter referred to as this agreement.

1. OWNERSHIP:

The Title and ownership, right of property and right of possession to the equipment are and shall be at all times be and remain the sole property of the Lessor. The Lessee (Renter) shall have no right, title or interest herein or thereto except as expressly set forth herein and is authorized to use this equipment only under the terms and conditions of this contract. The equipment shall at all times be and remain personal property and shall not in any manner be affixed or attached to any lands or buildings without the written consent of the Lessor.

2. RENTAL PERIOD:

The rental period begins on the date specified on this agreement and shall continue for the period stated herein and until the equipment is returned to the Lessor. All equipment is leased for a minimum period of one day.

For the purpose of this contract, rental periods shall be as follows:

1 day is:	24 Hours
1 week is:	7 days
1 month is:	28 days

3. RENTAL CHARGE:

Rental charges due shall be paid within 30 days of the date of invoicing and the Lessee (Renter) will receive an automatic billing every 28 days or 4 weeks and which statement is to be paid in accordance with the terms stated herein.

The Lessee (Renter) shall pay the rental rate specified for each piece of equipment leased hereunder and in accordance with the following:

- a) a four week rental rate
- b) a weekly rental rate
- c) a daily rental rate

The Lessee (Renter) shall be charged with possession of the rental property from the time he/she acquires possession of such property until the rental property is returned to the Lessor and the rental rate shall not be subject to any deductions on account of non-working time during said period respectively. Any use of the equipment in excess of the above mentioned hours shall be paid for by the Lessee (Renter) to the Lessor at the rates prorated on the hours of the rental rate for which the equipment was originally rented by the Lessee (Renter).

4. PAYMENT:

Payment of rent to the Lessor shall be made promptly at the time specified herein and interest of two (2%) percent per month or twenty-four (24%) percent per annum shall be charged on all overdue accounts until paid in full.

5. EXAMINING THE LEASED EQUIPMENT:

The Lessee (Renter) acknowledges that he/she has examined the equipment and knows the condition thereof, and declares same to be in good condition and repair.

6. DELIVERY AND DELAY:

The Lessee (Renter) hereby remises, releases and discharges the Lessor from any and all liability or damages which might be caused by failure to deliver the equipment within the agreed time if such failure to deliver is caused by circumstances beyond the control of the lessor. Any inability to use or delay in using the leased equipment not caused by the Lessor shall not free the Lessee (Renter) from paying the rental fees agreed to on the front of this contract and the Lessee (Renter) shall not claim any compensation from the Lessor.

7. LOSS, DESTRUCTION, DAMAGE, THEFT OR FIRE:

The total loss, theft, burning or destruction of the equipment shall not terminate this contract, moreover, the Lessee (Renter) shall pay all rental fees until such time as the equipment is returned or the value of the equipment is paid to the Lessor. The Lessee (Renter) further undertakes to notify the Lessor and the police of any loss, theft or destruction of the equipment. The Parties agree that the value of the leased equipment shall be its replacement cost at the time of the loss.

8. INSURANCE:

The Lessee (Renter) shall maintain, at the Lessee's (Renter's) own expense, fire, public liability, property damage and any other insurance required to indemnify and save harmless the Lessor from and against any loss to or of the lease equipment to the extent of the replacement value of the equipment, and also to save harmless and indemnify the Lessor from and against all claims, actions and demands arising out of loss or injury arising directly or indirectly out of the use of the leased equipment from any cause whatsoever.

Should the Lessee (Renter) fail to maintain such insurance, then the Lessor, at its option, may insure the equipment and charge the cost thereof to the Lessee (Renter).

9. TERMINATION OF CONTRACT:

Upon termination of the contract or its cancellation before term, the Lessee (Renter) shall return the equipment to the Lessor, at the Lessor's address stated on the front of this contract, in the same condition as it was when received by the Lessee (Renter) except for normal wear and tear, unless the Lessee (Renter) keeps the equipment with the Lessor's written consent.

The Lessor and or his/her agents shall have access to the equipment for the purpose of inspecting the equipment any may, upon such inspection, remove the equipment from the site, without notice to the Lessee (Renter), who shall be liable for payment prorata to the time of such cancellation or removal.

10. CANCELLATION OF CONTRACT:

The Lessor may, without prejudice to his/her other rights and recourses under this contract and the Law, cancel this contract without notice should the Lessee (Renter) fail to pay the rental fees or any other amount due under this contract, breach any other of the obligations specified in this contract, mortgage the leased item, should action be taken on behalf of or against the Lessee (Renter) under the Bankruptcy and Insolvency Act or should the Lessee (Renter) pass a motion to liquidate his/her assets, he/she shall be deemed, from that time on, to be in possession of the equipment without the Lessor's consent. The Lessor and/or any person authorized by the Lessor may then, without notice, take back the equipment and, to that end, enter any premises to remove the said equipment.

The Lessee (Renter) shall further be required to pay the Lessor immediately for any rental fees, moneys or refunds due or to become due under this contract as well as any damage sustained by the Lessor from the Lessee's (Renter's) breach of contract, including any reasonable expense incurred by the lessor to have this contract honored.

11. USE, MAINTENANCE AND REPAIR:

The Lessee (Renter) warrants that the equipment shall be operated in accordance with the manufacturers' instructions and used by persons qualified to operate it. The Lessee (Renter) shall, at his/her own expense, keep the equipment in good working order and state of repair and shall return the equipment to the Lessor in the same condition as it was when received by the Lessee (Renter), except for normal wear and tear. Moreover, he/she shall be liable for any damage caused to the said equipment. The Lessor shall retain ownership of any spare parts added on or used and the Lessee (Renter) undertakes to give access to the equipment to the Lessor and/or to any person authorized by the Lessee (Renter) shall undertake all repairs of whatever nature with no right to claim a reduction in rental fees. The Lessee (Renter) shall pay all fees, taxes, penalties or other costs in relation to the possession or use of the equipment.

12. DANGEROUS EQUIPMENT:

All leased equipment that products heat, combustion, explosion or friction, that runs on inflammable or explosive materials or other shall be operated by the Lessee (Renter), under the steady and proper supervision of a qualified operator.

13. LIABILITIES:

The Lessor shall not be liable for any loss, expenses, penalties, damages, costs or personal injuries, including death, suffered by anyone by reason of the operation, handling, transportation or use of the equipment by or while in the possession of the Lessee (Renter) or his/her agent; and the Lessee (Renter) agrees to indemnify and save harmless the Lessor against all such liability.

The Lessee (Renter) agrees that the Lessor is not the manufacturer of the equipment nor the agent of the manufacturer and that no representations or warranties are given, expressed or implied, as to the design, quality, capacity, fitness or suitability of the equipment, whether for any particular purpose, requirement or otherwise of the Lessee (Renter).

14. SUB-LEASING AND LEASE ASSIGNMENT:

The Lessee (Renter) shall not sublet the equipment or any part of the equipment nor assign this contract or any interest herein or mortgage or hypothecate this contract on any interest therein, or

loan this equipment to anyone without the written consent of the lessor, who may refuse to grant such consent on serious grounds.

15. CHATTEL MORTGAGE:

The Lessee (Renter) shall keep the equipment free of any chattel mortgage, otherwise the Lessee (Renter) will be required to refund the Lessor for moneys paid out and expenses incurred by the Lessor to have any such mortgage discharged.

16. DAMAGE TO EQUIPMENT:

The Lessee (Renter) shall indemnify the Lessor against all loss and damage to equipment during the rental period and will be charged for any damage or loss at the Lessor's replacement cost.

17. DAMAGE WAIVER:

Unless the Lessor has declared this contract as eligible for damage waiver protection on the front hereof, the Lessee (Renter) has an optional damage waiver respecting accidental damage or mechanical breakdown to the equipment and shall pay, in addition to the applicable rental charge, a waiver fee equal to the percentage specified on the front hereof of the gross rental charge. Upon such waiver fee being paid by the Lessee (Renter) to the Lessor, then the Lessor waives its right of indemnity with respect to accidental damage to the equipment against the Lessee (Renter) or the Lessee's (Renter's) insurance to the extent and only to the extent of the first Five Thousand (\$5,000.00) Dollars of indemnity.

Damage waiver does not apply to damage caused by the following:

- a) A third party;
- b) Misuse of the equipment;
- c) Using the wrong grade of fuel or failure to oil or lubricate, maintain or properly operate equipment;
- d) Loss, theft, malicious or non-accidental damage;
- e) Vandalism;
- f) Freezing;
- g) Leaving a piece of equipment or an accessory unlocked, outdoors or indoors, without supervision, and freely accessible to anyone;
- h) Transporting the equipment by failing to anchor or secure it properly to prevent its falling or moving about;
- i) Overloading or exceeding the rated capacity of the equipment.

18. LOCATION AND USE OF EQUIPMENT:

The equipment shall be located and used at the place designated in the agreement and shall not be moved there from without the prior consent of the Lessor in writing.

19. EXTENSION OF AGREEMENT:

In all matters relating to this agreement time shall be of the essence; and if the Lessee (Renter) desires to extend this contract, he/she shall immediately notify the Lessor of the same and obtain the Lessor's approval and the terms thereof in writing, prior to the time or date that the equipment is to be returned to the Lessor and for which extension the Lessee (Renter) shall receive an additional billing to be prorated on the basis of such period.

20. CONVERSION:

Any equipment which is overdue for a period in excess of one (1) week beyond the end of the maximum estimated rental period, then such equipment shall be classified and deemed to have been converted to the Lessee's (Renter's) use and the Lessor may take appropriate measures for the prosecution of the Lessee (Renter) for the theft and/or conversion.

21. CONFLICT:

The conditions of this contract shall be the only conditions of the contract between the Lessor and the Lessee (Renter). Purchase orders are used for reference only and not as condition of this contract.

22. INVALIDATING CLAUSES:

Invalidating one or more of the clauses in this contract shall not invalidate any other of its clauses.

23. NOTICE:

Any notice given to the other party shall be deemed to be validly given if sent by registered mail to the address of the other party stated on the front of this contract and any notice thus given be deemed to have been given the day after it is mailed.

24. LESS (RENTER) IS A CORPORATION:

When the Lessee (Renter) is a corporation or is other than the person signing this contract on the Lessor's behalf, the person signing this contract represents and warrants that he/she has the authority of the Lessee (Renter) to execute the agreement on the Lessee's (Renter's) behalf and to pledge the credit of the Lessee (Renter) and where applicable that the person signing this contract is a duly appointed signing officer of the Lessee (Renter) properly authorized in that behalf. The person signing the contract agrees to be jointly and severally liable with the Lessee (Renter) for the performance and/or payment of all the Lessee's (Renter's) obligations under this contract.

25. JURISDICTION:

This contract and the transaction evidenced hereby constitute the entire agreement between the parties and shall be governed by the laws, by-laws, rules, regulations and ordinances prevailing in the province in which it is written.

25. INTERPRETATION:

The Lessee (Renter) and the Lessor agree that when ever the context so requires the singular shall include the plural and vice versa; and the words importing the masculine shall include the feminine and the neuter and vice versa; and words importing persons shall include corporations and vice versa. And where the words Lessor and Lessee (Renter) appear they are to mean the Lessor his administrators, executors, heirs and assigns, and the Lessee (Renter), his administrators, executors, heirs and assigns respectively. If there is more than one Lessor and Lessee (Renter), all obligations shall be joint and several.

DATED AND SIGNED AT THE PLACE SPECIFIED ON THE FRONT OF THIS CONTRACT

LESSEE (RENTER)

FRONT OF CONTRACT

1. Name, address, phone, fax and email particulars of the Lessor
2. Any information or slogan that the Lessor wishes to highlight on the front of the contract.
3. The following should appear on the front of the contract:

I have read the front and back of this agreement; I understand the terms and conditions and I agree to be bound by all the terms and conditions herein.

Lessee's (Renter's) Signature

OPTIONAL DAMAGE WAIVER

The Lessee (Renter) agrees to pay the Lessor, in addition to the rental charge, a fee of _____% of the gross rental charges as a waiver for the first \$ _____ for damage only, but it does not apply to damage as noted in paragraph 17 on the reverse side of this contract.

Yes _____
Initials

No _____
Initials