

RENTAL AGREEMENT  
PÖEÜÖÖPÄÜÖPVOESÜBÄÜWÖT ÖPVSÖ.

HARRIGAN RENTALS & EQUIPMENT LTD. hereinafter 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 reverse hereof. The said property is rented on the following terms and conditions agreed to by the parties:

**PERIOD OF RENTAL:** is shown on reverse side hereof. Period is based on days out not days used.

**RATE OF RENTAL:** is shown on reverse hereof or as published in Company's current rental list.

**SHIFT DEFINITION:** 8 hours=1 day; 40 hours=1 week; Monthly rate 28 days, maximum 160 hours.

**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 on-half of the regular rate for each additional 8 hour shift during the day.

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

**LOCATION OF USE:** It is agreed that the said equipment shall be kept and maintained during the term of this agreement at location indicated on reverse hereof and the Customer agrees not to move from the location without the written consent of Company.

**COMPLIANCE WITH BY-LAWS:** 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 non-compliance with any such By-laws, statutes or regulations.

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

**CARE:** Customer agrees to properly protect all equipment from weather by suitable housing, to provide competent operators and return the equipment in as good condition as received, normal wear and tear excepted. The Company shall have access to said equipment at all times for inspection. The Customer shall immediately report malfunction or failure of equipment, if and when it occurs to the Company. The Customer shall provide for the equipment, at his expense, fuel, lubricants and filters, in accordance with recognized good machinery maintenance procedures.

**INSURANCE:** Customer agrees to provide necessary insurance coverage on equipment rented from the Company. The risk and liability for any injury or damage to said equipment from any source or cause whatsoever until the equipment is return to the Company, shall be borne by the Customer, and the amount of such damage shall be paid to the Company by the Customer upon demand. Should the equipment be destroyed or cease to exist for any cause whatsoever during the term of this agreement, the Customer hereby agrees to pay the aforementioned valuation price to the Company on demand.

**INDEMNITY:** Customer agrees to indemnify the Company from all loss, costs, charges, damages and expenses suffered by the Company in respect of any injury (including death) to any person (including the Customer) or damage to any property (including property of the Customer) arising out of the use of the said equipment by the Customer or by any person or corporation during the term of this agreement.

**REPAIRS:** If the equipment becomes damaged during the term of this agreement, and repairs are necessary, the Customer hereby authorizes the Company to make such repairs and agrees to pay the Company the bill for such repairs at the price prevailing for the work required. In case of damage so serious that it would not be practicable to repair the equipment, the Customer agrees to pay the valuation price hereinabove set, to the Company on demand. If the Company shall elect, any money paid by the Customer to the Company may be applied first on any handling charges or repair charges or any other charges, accruing under the terms of this contract, which the Company may have been obliged to advance or make, prior to applying such payments upon the amounts due for rents. Rubber tire wear or damages in excess of normal wear and tear, is chargeable to the Customer.

**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.

**CANCELLATION:** If the Customer fails to make payment of any installment 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 make take possession of the said equipment without becoming liable for the trespass and may recover all rental due hereunder and full damages for any injury to the said equipment and all expense 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.

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

**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 nothing contained in the Agreement shall be construed as an agreement of purchase.

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.

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

Company reserves the right to refuse acceptance of equipment returned in dirty or damaged condition and to continue rental charges until returned in acceptable state, and or levy charges for reconditioning equipment improperly maintained by the Customer.

**Insufficient Funds:** Customer agrees to pay a \$35.00 fee for any payments returned for insufficient funds

**Accidental Damage Waiver:** If the Customer pays for the Accidental Damage Waiver, then, subject to the following exceptions, the Company waives its right to require the Customer to be responsible for more than 10% of the actual replacement cost of the Equipment, not to exceed \$1000 plus applicable taxes, resulting from losses to the Company arising out of theft or direct physical damage to the Equipment. The Accidental Damage Waiver does not apply to, and the Company does not waive any rights or remedies whatsoever against the Customer or otherwise for, loss of or damage to:

- a) The Equipment resulting from upset, overturn or overhead damage (for any reason whatsoever), from use of the Equipment other than in accordance with the provisions of this Rental Contract, or from improper fuel, hydraulic fluid, coolant or pressure levels, improper cleaning, lubrication or servicing or other improper maintenance of the Equipment
- b) Motors, generators, drills or other electrical devices resulting from portable electric current (unless the source of the electric current is a generator supplied by the Company)
- c) Hydraulic cylinder, tires and tubes (for any reason whatsoever)
- d) Accessories (including without limitation air hoses, electric cords, blades, welding cables, liquid fuel tanks, harnesses and lanyards) for any reasons whatsoever, including without limitation theft, or
- e) The Equipment resulting from loss or theft, unless the theft required forced entry into a building, enclosed area, or fencing at which the Equipment is located, or forced entry into the Equipment itself, and the forced entry is substantiated by a police report

The Customer acknowledges that the Accidental Damage Waiver is not insurance