

# Rental Terms & Conditions

- This is a contract of renting only and not of sale, the undersigned renter agrees that he/she has rented the item (s) herein described upon the express condition that it will at all times remain the property of the rental agent named above: that he/she has examined the said item (s), found it to be in good condition and will return it in as good condition as when he/she received it, ordinary wear and tear excepted; that he/she will return at once to the rental agent any item not functioning normally; that he/she will pay promptly when due all charges which accrue because of this rental, including damages to said item. The renter agrees to pay the replacement value or repair cost of any item (s) damaged, lost or stolen and in the event the renter fails to return said item at the agreed time, or fails to abide by any of the other terms of this contract, the rental agent may repossess it without notice to the renter and the rental agent is hereby released from all claims arising therefrom. All charges are based on the time item is in renter's possession whether in use or not. The rental agent is not responsible for accidents or injuries caused directly or indirectly in the use of the rented item.
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- Single day weekend rentals are charged at 1.5 X Daily rate.
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- Insurance on equipment is the responsibility of the renter.
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- Shipping charges are the responsibility of the renter.
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- Cancellation charges will be applied at the following rates:
    - Notice within 2 working days prior to day booked = 25% of reserved rate.
    - Notice within 1 working day prior to day booked = 50% of reserved rate.
    - Notice within ½ day prior to day booked = 75% of reserved rate.
    - Same day notice = 100% of reserved rate.
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- In consideration of the rents, covenants and agreements hereinafter contained the renter does hereby rent to the rentee and the rentee does hereby rent from the renter the following described merchandise and equipment (herein called the rented equipment) described as follows:
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- Upon termination of this rental agreement thereof, the rentee agrees to return the rented equipment to the renter in good order and condition, reasonable wear and tear thereof excepted, and properly packed and freight prepaid. Promptly following the return of the rented equipment, the rentee agrees to pay the renter to the cost of repairing or replacing any parts found to be broken or missing at the time the rented equipment is returned to the renter.
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- It is hereby expressly agreed that title to the rented equipment shall at all times remain that of the renter and that the rented equipment shall only be used by the rentee, his servant or agents, and that the rentee shall not sell, assign, encumber, sub-rent, ten or in any ways dispose of the rented equipment without the written consent of the renter first has and obtained (which consent may be given or withheld in the absolute discretion of the renter).
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- The rentee covenants and agrees with the renter that the rentee shall be liable for all loss or damage with or without neglect or default on the part of the rentee, his servants or agents to the rented equipment during the term hereof.
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- The rentee covenants and agrees with the renter to insure the rented equipment during the term hereof and any renewal term, against loss or damage for an amount at least equal to the actual Market Price.
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- The rentee covenants and agrees with the renter that the rentee will pay all charges and expenses, including legal fees, arising out of claims against the renter for personal injury (including death) or damage to property caused by or arising out of the condition of the rented equipment or by the use or misuse thereof by the rentee, its servants or agents or by third persons.
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- In the event of default of the payment of rent or other breach of the covenants and agreements contained herein, enter the premises of the rentee and repossess the rented equipment.
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- The rentee hereby agrees that it will indemnify, release and save harmless the renter from any and all claims, demands, actions or causes of action whatsoever and wheresoever, whether at law or in equity, which may at any time in the future result from or in any way arise out of or develop from the use or malfunction of the rented equipment.
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- If the rentee is a CORPORATION, it WAIVES any right, protection, or benefit may have pursuant to section 19, 20, 21, 22, 23, 34 or the Conditional Sales Act of British Columbia and agrees that if the renter elects to take possession of and sell the rented equipment, it shall remain liable to the renter after such sale for any balance still owing in respect of the RENTAL AGREEMENT after the renter has credited the proceeds of such sale to the account of the rentee and the renter MAY TAKE LEGAL PROCEEDINGS TO RECOVER SUCH DEFICIENCY.
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