

RENTAL CONDITIONS

The rental conditions stated below, together with the terms, rates, time and date shown on the reverse side of this sheet, constitute a rental contract between the lessee and Brother's Equipment Rentals and its divisions.

- (1) The rental period commences at the time the equipment leaves the Lessor's premises or when the Lessee takes physical possession thereof, whichever first occurs and ends when the equipment is returned to the Lessor's premises or when the Lessor obtains physical possession thereof, whichever last occurs. Rental rates are F.O.B. our warehouse and do not include transportation charges either way.
- (2) DETERMINATION OF RENTAL CHARGES. The Lessee shall pay rental for the entire rental period on each article of equipment named in the List of Equipment at the rate therein stipulated and in accordance with the following:
 - (a) DAILY RENTAL RATES shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the week except Sundays and statutory holidays upon which the equipment is not operated.
 - (b) WEEKLY RENTAL RATES shall not be subject to deductions on account of non-working time in the week.
 - (c) MONTHLY RENTAL RATES shall not be subject to deductions on account of non-working in the month.
 - (d) Where daily rentals may run more than one day, the total of the List of Equipment may be less if the weekly rate were used or where weekly rentals may run more than one week, the total of the List of Equipment may be less if the monthly rate were used, in such cases the lower rate shall apply but not on individual items in the List of Equipment
 - (e) The rental Rates stipulated in the List of Equipment constitutes an operating day of a regular shift of eight hours. Where double shifting – two, eight hour shifts – are involved the rate shall be one and a half the stipulated rates. Where twenty-four hour shifting – three, eight-hour shifts – are involved the rate shall be double the stipulated rate.
- (3) MAINTENANCE AND OPERATION. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment and shall see that the equipment is not subject to careless or needless rough usage. The Lessee shall, at own expense, maintain the equipment and its appurtenance in good repair and operative condition and return it in such condition to the Lessor.
- (4) It is agreed that the Lessor shall not be liable for any consequential or other damages or costs incurred by the Lessee arising out of a break-down or stoppage of the equipment. The Lessee agrees to pay the replacement price, at the Lessor's list price for all damages to the loss of equipment, except for wear.
- (5) DAMAGE TO EQUIPMENT. The Lessee shall indemnify the Lessor against all loss, breakage and damage to the equipment during the rental period. The appraisal of any such loss or damage shall be based on the value of the equipment as determined by the Lessor at the commencement of the rental period.
- (6) INSURANCE
 - (a) The Lessee shall maintain at its own expense, public liability insurance (satisfactory to the Lessor) to indemnify the Lessor for any losses it might sustain by reason of personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the Equipment by or while in the hands of the Lessee or its employees, agents, servants, workmen or carriers.
 - (b) The Lessee shall maintain of its own expense contractor' equipment insurance, including complete physical coverage, public liability and collision, to the full value of the Equipment rented for the term hereof. Such insurance shall be in full force and effect during the rental period aforesaid and the Lessee shall produce for the inspection of the Lessor a policy or policies of insurance satisfactory to the Lessor, provided that if the Lessee fails to insure as aforesaid, then the Lessor may place such insurance as the Lessor deems advisable and the Lessee shall be obliged to pay the premium costs to the Lessor upon demand.
- (7) INSPECTION. The Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
- (8) BOND. If requested by the Lessor the Lessee, at its own expense, shall furnish a bond in amount of the value of the equipment as shown by the List of Equipment and with sureties satisfactory to the Lessor to insure fulfillment of this Agreement.
- (9) SUBLETTING. No Equipment shall be sublet by the Lessee, nor shall they assign or transfer any interest in this Agreement without written consent of the Lessor.
- (10) REPAIRS. The expense of all repairs made during the Rental Period, other than general wear and tear, including labour, material, parts and other items, will be the responsibility of the Lessee.
- (11) LIABILITY OF THE LESSEE. Liability for injury, disability and death of workmen and other persons caused by the operation, handling or transportation of the equipment during the rental period shall be assumed by the Lessee and they shall indemnify the Lessor against all such liability. The Lessee shall also indemnify the Lessor against all loss, expense and penalty arising from any action on account of damage to property occasioned by the operation, handling or transportation of any equipment during the rental period.
- (12) TITLE. Title to the equipment shall at all time be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the equipment other than that of a Lessee. The Lessee shall give the Lessor immediate notice in case any of the equipment is levied upon or from any cause becomes liable seizure.
- (13) The Lessor and the Lessee covenant and agree each with the other that should the Lessee at any future time rent any equipment or machinery from the Lessor, such equipment or machinery is expressly released by the Lessor to the Lessee on the terms and conditions herein set forth as are consistent.
- (14) TERMS OF PAYMENT. The rentals due under this lease shall be paid within 30 days of the date of invoicing by all those customers (Lessee) who have established a line of credit with the Lessor. Lessees who have not established their credit must pay cash in advance in an amount equal to the anticipated rental value plus taxes or one month rental for each item detailed on the face of this rental agreement. All overdue accounts shall be subject to a service charge of 2% per month or \$5.00 whichever is greater will be levied on all overdue accounts without prejudice to the Lessor's right as herein stipulated to terminate this lease for non-payment of account.
- (15) The Lessee upon default in payment or breach of covenants hereby empowers any attorney of any court of record to appear for the Lessee and confess judgement in favour of the Lessor against the Lessee for such amounts as may at any time be due, together with costs, reasonable attorney's commission for collection and release of all errors. An affirmed statement of any officer of Lessor filed with such judgement shall be sufficient to establish the amount due and a copy of this contract shall be sufficient warrant to attorney for the confession of any judgement hereunder.