



# Equipment Sales, Service & Rentals

## *EQUIPMENT RENTAL CONTRACT*

This Equipment Rental (this "Rental") is made effective as of \_\_\_\_\_ (date) between

Allscape Ltd. RD 51 9-092, La Salle, MB R0G1B0 (204) 261-1800

And

\_\_\_\_\_ (the "Customer"),

\_\_\_\_\_ ( Street Address)

\_\_\_\_\_ (City) \_\_\_\_\_ (Province)

\_\_\_\_\_ (Postal Code) (\_\_\_\_\_) \_\_\_\_\_ (Phone Number)

And states the agreement of the parties as follows:

**RISK OF LOSS OR DAMAGE.** The Customer assumes all risks of loss or damage to the equipment/attachments from any cause (including misuse of or act of negligence causing damages), and agrees to return it to the Company in the condition received from the Company, with the exception of normal wear and tear. Any Damages to the Tracks or Tires on equipment is the Customer's Responsibility to repair or replace. The Company or their appointed agent will determine normal wear and tear. All determinations made by the Company are final.

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. AllRent Equipment inc. must be returned with fuel level full, same as when it was rented. If fuel level is below Full, the customer will allow Allrent Equipment Inc. to charge customer the cost to refill the fuel tank at \$2.25/liter. As well as the cost to clean equipment if returned in disorderly condition, to a max of forty-five Canadian dollars.

**OWNERSHIP AND STATUS OF EQUIPMENT.** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Company shall be deemed to have retained title to the equipment at all times, unless the Company transfers the title by sale. The Customer shall immediately advise the Company regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

**INDEMNITY OF COMPANY FOR LOSS OR DAMAGES.** If the equipment is damaged or lost, the Company shall have the option of requiring the Customer to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Company and subject to this contract.

**LIABILITY AND INDEMNITY.** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Rental is the obligation of the Customer, and the Customer shall indemnify and hold the Company harmless from and against all such liability. Customer shall maintain liability insurance of at least \$1,000,000.00 unless waived in writing by the Company.

**ASSIGNMENT.** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer.

**ENTIRE AGREEMENT AND MODIFICATION.** This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties. This contract replaces any and all prior agreements between the parties.

**GOVERNING LAW.** This contract shall be construed in accordance with the laws in the Province of Manitoba.

Customer has read and acknowledged the Equipment Rental Contract (pgs.1+2), Equipment Inspection Sheet (Pg3) Terms and Conditions of Rental Agreement (pg.4). Initialing below guarantees the Customer Understands and Agrees to the entirety of this Rental Agreement



Customers Initials

AllRent Inc. Rental Agreement

## **EQUIPMENT RENTED**

### **Rental Rates & Terms:**

#1) \_\_\_\_\_ (Equipment/Attachment)

\$\_\_\_\_\_ MAX - 10 HRS/Daily

\$\_\_\_\_\_ MAX - 50 HRS/ Weekly

\$\_\_\_\_\_ MAX - 220 HRS/ Monthly

\$\_\_\_\_\_ MAX - 15 HRS/Weekend Rate

#2) \_\_\_\_\_ (Equipment/Attachment)

\$\_\_\_\_\_ MAX - 10 HRS/Daily

\$\_\_\_\_\_ MAX - 50 HRS/ Weekly

\$\_\_\_\_\_ MAX - 220 HRS/ Monthly

\$\_\_\_\_\_ MAX - 15 HRS/Weekend Rate

#3) \_\_\_\_\_ (Equipment/Attachment)

\$\_\_\_\_\_ MAX - 10 HRS/Daily

\$\_\_\_\_\_ MAX - 50 HRS/ Weekly

\$\_\_\_\_\_ MAX - 220 HRS/ Monthly

\$\_\_\_\_\_ MAX - 15 HRS/Weekend Rate

#4) \_\_\_\_\_ (Equipment/Attachment)

\$\_\_\_\_\_ MAX - 10 HRS/Daily

\$\_\_\_\_\_ MAX - 50 HRS/ Weekly

\$\_\_\_\_\_ MAX - 220 HRS/ Monthly

\$\_\_\_\_\_ MAX - 15 HRS/Weekend Rate

EQU P/U or Drop Off Location: \_\_\_\_\_ DATE \_\_\_\_\_

EQU Return or Pick Up Location: \_\_\_\_\_ DATE \_\_\_\_\_

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Credit Card No.: \_\_\_\_\_ EXP: \_\_\_\_\_ CCV# \_\_\_\_\_

Name on Credit Card (Print): \_\_\_\_\_ Postal Code: \_\_\_\_\_

(  : Cust INT. for Special Terms & Conditions)

DEPOSIT OF: \$\_\_\_\_\_ by VISA/MC/AMEX/CHQ #\_\_\_\_\_ DATE: \_\_\_\_\_

**COPY OF ID TAKEN :**



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## **RENTAL EQUIPMENT INSPECTION**

HEAVY EQUIPMENT – INSPECT DAILY AND PRIOR TO USE

INSPECTION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TIME: \_\_\_\_

EQUIPMENT TYPE: \_\_\_\_\_

HRS ON UNIT \_\_\_\_\_

UNIT # \_\_\_\_\_ OR VIN # \_\_\_\_\_

**REQUIRED DAILY AND PRIOR TO USE**

DESCRIPTION OF CHECK PERFORMED	GOOD	NEED REPAIR	N/A	COMMENTS
TIRE PRESSURE OR TRACK CONDITION				
HYDRAULIC OIL LEVEL				
HOSE CONDITION				
ENGINE OIL LEVEL				
TRANSMISSION FLUID LEVEL				
CAB, MIRRORS, SEAT BELT AND GLASS				
HORN AND GAUGES				
LIGHTS				
TURN SIGNALS (IF APPLICABLE)				
BACKUP LIGHTS AND ALARM OPERATIONAL				
PARK BRAKE CONDITION				
FIRE EXTINGUISHER CONDITION				
BRAKE FLUID LEVEL				
COOLING SYSTEM FLUID LEVEL				
WINDSHIELD WIPERS AND FLUID LEVEL				
COUPLING DEVICES AND CONNECTORS				
EXHAUST SYSTEM (NO LEAKS)				
BUCKET/BLADE/BOOM/TOOTH/RIPPER CONDITION				
GROUND ENGAGING ATTACHMENTS				
FRAME, BOOM AND WALKWAY DAMAGE				
HAND GRABS AND STEPS				
PAINT CONDITION				
STEERING (STANDARD AND EMERGENCY)				

MAINTENANCE COMPLETED (WHERE APPLICABLE): \_\_\_\_\_

DEFECTS AND REPAIRS NEEDED: \_\_\_\_\_

\_\_\_\_\_

GENERAL SAFETY CONDITION: \_\_\_\_\_

\_\_\_\_\_

OPERATOR'S OR MECHANIC'S SIGNATURE: \_\_\_\_\_



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AllRent Inc. Rental Agreement

## Terms and Conditions of Rental Agreement

### 1. PHYSICAL CONDITION OF RENTAL EQUIPMENT

You acknowledge that prior to taking the rental equipment: you examined it and saw it in operation (if appropriate). You acknowledge that the equipment is in good working condition except for any defect noted in this agreement. It is your responsibility to return the rented equipment to Allscape Ltd. in the same working condition.

### 2. TITLE

You agree that Allrent Equipment Inc. shall retain all right to ownership and title to the equipment. You also agree that no ownership or title to the equipment is transferred to you under this agreement, and you will do no act nor permit anyone else to do any act inconsistent with Allrent Inc.'s ownership and title in the equipment.

### 3. USE OF THE EQUIPMENT

You agree that you are satisfied with the instructions given by Allrent Inc. as to the proper and safe manner of using the equipment or that you told Allrent Inc. that you are familiar with the proper and safe manner of using the equipment. You further agree that the equipment will be used at the designated address and only for the purpose for which the equipment was manufactured and intended. Subleasing or improper use of the equipment is strictly prohibited. You agree, as indicated on the front of this agreement that you have taken and read all manuals, written operating instructions, and warnings as supplied for the equipment or that you are already familiar with these instructions and consequently declined, as indicated on this agreement, to take these manuals and instructions.

### 4. RESPONSIBILITY FOR USE

You are responsible for the use of the rental equipment. You assume all risk inherent to the use of the equipment and agree to assume the entire responsibility for the defense of and to pay, indemnify and hold Allrent Inc. harmless from, and hereby release Allrent Inc. from any and all claims liability for damage to property or bodily injury (including death) resulting from the use, condition, operation or possession of the equipment. **YOU AGREE THAT NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE HAVE BEEN MADE BY ALLRENT INC. IN CONNECTION WITH THE EQUIPMENT RENTED IN NO EVENT SHALL ALLRENT INC. BE LIABLE 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 it is returned. Your responsibility includes but is not limited to, ensuring the 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 labor costs. If the equipment is not returned clean, a cleaning charge will apply.

### 6. LOADING AND UNLOADING OF EQUIPMENT

In the event Allrent Inc.'s employees assist in loading or unloading of the equipment, you assume the risk of, and hold Allrent Inc. harmless from any property damage or personal injuries in connection with loading and/or unloading.

### 7. EQUIPMENT FAILURE AND REPAIR

You agree to immediately discontinue the use of the equipment should it become unsafe or in any state of disrepair, and you agree to notify Allrent Inc. of the facts surrounding such occurrences. Allrent Inc. 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, Allrent Inc. shall not be responsible for any injury or damage, including consequential damage, resulting from the failure or defect of any rental equipment.

### 8. RETURN OF THE EQUIPMENT

**a)** The equipment is rented to you subject to this agreement for rental charges and for the period printed on this agreement. If the equipment is rented to you on a monthly basis, a month is defined as being equal to (28) days. If you would like to extend the term of this rental beyond the time and date specified on the agreement under Date and Time Due In you must immediately notify Allrent Inc. to obtain approval to extend this agreement and the terms for such an extension.

**b)** If this agreement has not been extended and you fail to return the equipment when due, or you default on your obligation hereunder, Allrent Inc. to protect its ownership of the equipment and its interest under this agreement, may retake the equipment at any time. To do so, or its representatives may enter your property and you hereby waive any right of action against Allrent Inc., its representatives, employees, agents, officers and Directors for such entry and retaking.

**c)** Notwithstanding any retaking of equipment by Allrent Inc., you shall be responsible for amounts due and unpaid by you to Allrent Inc. under this agreement, including the amount incurred by Allrent Inc., arising as a result of in connection with the retaking of equipment as provided for in this clause, and interest on the then outstanding amounts due and owing by you to Allrent Inc., under this agreement at a rate of 2% per month (24% per annum). In addition, you acknowledge that the failure to return equipment within the contracted time and the sale of concealment of the equipment are prohibited and that such action may constitute a crime. In this event, Allrent Inc., 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 possible criminal prosecution. You

acknowledge Allrent Inc. is entitled to take any or all of the action(s) specified in 8(a) and 8(b) without recourse.

### 9. EVENTS OF DEFAULT

You acknowledge to be deemed to be in default under this agreement if you breach any term of provision of this agreement, if you permit a judgment against you to remain unpaid for a period of (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 if any of the above events of default occurs, all rental fees and other charges then and thereafter payable by you to Allrent Inc. under this agreement shall immediately accelerate and become due and payable to Allrent Inc. without notice or demand to you, you shall immediately and at your sole expense return the equipment to Allrent Inc. as provided herein and the equipment may be retaken by Allrent Inc. as provided in Clause 8 of this agreement. You acknowledge that no waiver by or on behalf of Allrent Inc. of any breach or default by you under this agreement shall be deemed a waiver of any future breach or default. No delay in exercising its rights shall constitute a waiver of any right or prejudice Allrent Inc.'s exercise of any remedies in respect of any existing or future default.

### 11. COLLECTION COSTS

You agree to pay attorney's fees, collection fees, court costs and any other expenses incurred in collecting any charges under this agreement, in retaking the equipment or otherwise enforcing the terms of this agreement.

### 12. CHARGES ON CREDIT CARDS

**a)** If you have paid the rental or any other amounts by way of credit card charge or if you have provided Allrent Inc. with a credit card number or imprint upon entering into this agreement, you agree that Allrent Inc. is authorized to add applicable additional rental, fuel, insurance charges and taxes and Allrent Inc.'s charges and expenses of cleaning the equipment, if any, and other amounts which may be or become due under this agreement to the applicable credit card transaction record. You acknowledge that this right is in addition to any other rights of Allrent Inc. under this agreement or available to it at law.

**b)** You agree to the reservation of credit, by credit card issuer, up to the estimated charges due under this agreement and authorize to process a credit card voucher, if applicable, for all charges due under this agreement.

**c)** You agree to Allrent Inc. retaining credit card information on file (in confidence) for future charges/rentals.

### 13. DEPOSITS

You acknowledge that Allrent Inc. may apply the amounts of the deposits on the reverse side of this agreement to any amount owing to Allrent Inc. 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 Allrent Inc. and you acknowledge that there are no collateral, oral, or other agreements outstanding. None of Allrent Inc.'s rights may be changed and no extension of the term of this agreement may be made except in writing, signed by Allrent Inc. and made part of this agreement.

### 15. ASSIGNMENT

You acknowledge that Allrent Inc. may assign its rights under this agreement and transfer its title in equipment without your prior written consent. You agree, however, not to sublet, loan or assign the equipment.

### 16. DAMAGE PROTECTION

Damage Protection is an optional service offered by Allrent Inc. to cover repair or replacement charges if the equipment rented from Allrent Inc. is damaged during normal use. The charge for the Damage Protection service is 10% of the total rental fee and will appear as a separate line item on the invoice. Damage Protection is not insurance. Damage Protection only covers the cost of repairs or replacement of the rented equipment damaged during normal use of the equipment. Damage Protection does not cover the loss of or damage to the equipment during transport or loss or damage caused by theft, abuse, misuse, neglect, intentional acts or failure to follow the instructions provided for proper use and care of the rented equipment.

### 17. INSPECTION FEE

An Inspection Fee shall be charged for equipment that is returned with damage due to abuse, misuse, neglect, intentional acts, and/or failure to follow the proper use and care instructions provided for the equipment, all beyond the normal wear and tear associated with the use of the equipment. Customer acknowledges the Inspection Fee by placing his/her initials in the space provided in the "Special Terms and Conditions" box on page 2 of this Agreement. An Inspection Fee of a minimum \$250.00 shall be charged for equipment that is returned with damage due to abuse, misuse, neglect, intentional acts, and/or failure to follow the proper use and care instructions provided for the equipment, all beyond the normal wear and tear associated with the use of the equipment. Customer acknowledges the Inspection Fee by placing his/her initials in the space provided in the "Special Terms and Conditions" box on page 2 of this Agreement.



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