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# RENTAL AGREEMENT

PROJECT / PO #:		AUTH. AGENT NAME:	
DATE OUT:	AM PM	PHONE #:	
DATE IN:	AM PM	LESSEE'S NAME:	
COMPANY:		PHONE #:	
ADDRESS:		DRIVER'S LICENCE #:	
		EMAIL:	
DAMAGE DEPOSIT: \$	CC #:	EXP:	TYPE:
UNIT #:			
DAILY \$:		WEEKLY \$:	MONTHLY \$:

I have inspected the equipment listed on this Rental Agreement Contract and have found that the equipment is in good condition and repair. I understand that there are inherent and other risks involved in the operation and use of the equipment on this agreement, that injuries can occur while using the equipment, and I freely assume these risks. I further understand that it is an express condition of One Call Contracting that all renting, operating, loading, transporting, and use of said equipment is done at my own risk, and I hereby agree to hold harmless, indemnify and release One Call Contracting and all associates from any liability, however caused, now and forever.

LESSEE'S NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

- EQUIPMENT VALUE: I acknowledge receipt of the equipment listed on this Rental Agreement and I agree to be totally responsible and liable for the said equipment, the value of which is: \$
- Equipment must be returned in the same condition as when rented. Lessee is responsible for ALL damages, loss or theft however caused, and agrees to pay for same. Any equipment not returned in a clean condition will be assessed a cleaning charge.
- Operation of the equipment by anyone not listed on the Rental Agreement is prohibited.
- Lessee must maintain all fluid levels where applicable.
- No refunds will be given for early returns.
- Equipment is presumed to be stolen if rented and not returned when due.
- Late charges are an hourly rate equal to one fifth (1/5) of the daily rate charge.
- Equipment to be returned to pickup branch.
- Accidents or theft must be reported to police and One Call Contracting.

**I have read the terms and conditions on the front and back of this Rental Agreement and agree to be bound by them and to return the equipment to lessor on or before due back.**

LESSEE'S SIGNATURE: \_\_\_\_\_

ITEM	Unit #	QTY.
UNIT #		(days)
		(days)
		(days)
		(days)
		(days)
		(days)
MISC. CHGS.		

By this lease and in consideration of the statement on the reverse side hereof and the following agreement, limitations, and conditions, One Call Contracting hereinafter

called the Lessor, leases onto the person, firm, or corporation signing this lease as Lessee, hereinafter called Lessee, that certain personal property, hereinafter called equipment, described on the reverse side hereof.

**TERM.** Unless otherwise provided on the reverse side hereof the term of this lease respecting each item of equipment commences on the date of pick by the Lessee or his agents, or, if shipped, the date of shipment by the Lessor to the Lessee, and ends on the date of return by the Lessee of the equipment to the Lessor's premises.

- 1 day equals 24 hours with a maximum of 8 hours of operation.
- 7 days equals 1 week which equals 168 hours with a maximum of 40 hours of operation.
- 28 days equals 1 month which equals 672 hours with a maximum of 160 hours of operation.

**ABUSE OF EQUIPMENT.** Lessee acknowledges receiving the Equipment in good mechanical condition. Lessee undertakes that he will operate the Equipment at all times with care and prudence. Lessee is responsible for all damage to the Equipment attributable, in Lessee's sole opinion, to abusive operation and notwithstanding satisfaction of the Lessor. Abusive operation shall include, but not be limited to:

- Failure to check and maintain oil, gas and water fluid levels in the Equipment during operation (where applicable)
- Failure to keep tires properly inflated (where applicable)

**OPERATORS.** The Equipment shall not be used or pulled by a person other than the Lessee without the Lessor's prior written consent.

- Must be at least 25 years of age.

**PROHIBITED USE.** The Equipment shall not be used at any time in any of the following circumstances:

- In violation of any law ordinance regulation;
  - By any person while under the influence of intoxication liquor or drugs;
  - At an illegal speed;
  - Outside the Province in which the Equipment was rented without the Lessor's prior written consent;
  - Lessee is prohibited from sub-renting or re-leasing the Equipment.
- All use of the Equipment is prohibited if the Equipment is obtained by Lessee by fraud or misrepresentation or is obtained or used in furtherance of an illegal act.

**RETURN OF EQUIPMENT.** The Equipment is the property of the Lessor. Lessee agrees to return the Equipment to Lessor's address on the Due Back date in the same condition as when received, ordinary wear and tear expected. Lessor, or any of its employees, may peacefully repossess the Equipment without demand, whenever found and terminate this contract for any reason whatsoever. Lessor shall not in any way be liable to Lessee for damages resulting from such repossession nor shall Lessor be responsible for the loss or damage to, or return of, any property or goods then in the Equipment.

**AMOUNTS DUE LESSOR.** Lessee shall pay Lessor on demand.

- (a) All time charged as computed in the Contract
- (b) Basic or minimum rate, services and other charges;
- (c) Refueling charges if the Equipment is returned with less fuel than when rented;
- (d) All sales, use, excise or other taxes charged by the Lessor as reimbursement for taxes paid;
- (e) All fines penalties, forfeitures, court costs and out of pocket expenses incurred by Lessor with respect to Lessee's use of the Equipment including parking, traffic, or other violations assessed against the Lessor, The Equipment, or Lessee plus a service charge of 17%
- (f) Lessor costs including, on a solicitor and won client basis, legal fees and disbursement incurred in collecting any amounts due or in repossessing the Equipment.
- (g) Lessor costs and expenses resulting from loss or damage to the Equipment while on rental whether or not due to the Lessee's fault, up to the amount specified in the Equipment value section. The Lessee shall pay for repair to and replacement of damaged parts at retail values plus labor rate of 125.00 per hour, if, in the opinion of the Lessor the cost of repairing the Equipment would exceed the replacement value of the Equipment.
- (h) Lessor's total costs and expenses for repairing Equipment and loss of rental revenue resulting from loss of damage to the Equipment

**INSURANCE.** Lessee shall at the Lessee's expense maintain liability, theft, fire, and any other insurance required to indemnify the lessor against any loss to or of the equipment to the extent of new replacement value at the day of replacement or cash equivalent, such insurance to cover the insurable interest of the Lessor in said equipment. Lessee agrees to provide liability insurance, covering the Lessee having limits of \$2,000,000 for bodily injury or death or property damage to others. Lessee agrees to comply with and be bound by all terms, condition, limitations, and restriction of such policy as it fully set forth and specifically mentioned here.

- The Lessee is authorized to apply the damage deposit toward any amount due to the Lessor pursuant to Paragraph 5 of these terms and conditions. The Lessee remains liable for any balance remaining and Lessor's recovery is not limited to amounts for the deposit. Any portion of the damage deposit not applied to amounts owing pursuant to Paragraph 5 of these terms and conditions will be refunded to the Lessee.

**INDEMNITY.** Lessee releases, indemnifies and holds the Lessor, its agents and employees, harmless from,

- (a) All claims for the loss or damage to any property or Lessee or any other person left in, on or about the Equipment, either before or after its return to Lessor, or on Lessor's premises, without regard to any negligence by Lessor or any of its agents or employees. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all losses, liabilities, damage, injuries, claims, demands, costs and expenses arising out of the use or possession of the Equipment including, but not limited to any and all fines, penalties and forfeitures imposed under any Federal, Provincial or Municipal law or regulation.
- (b) To the extent not covered by insurance, any claim of, or liabilities to, third persons arising out of the abandonment, conversion, secret, concealment or unauthorized sale of the Equipment by Lessee or its drivers, agents or employment or the confiscation of the Equipment by any government authority for illegal or improper use for the Equipment.

**NO AGENCY.** Lessee and any other operator if the Equipment is not and does not hereby become an agent, servant, or employee of Lessor in any manner whatsoever. Lessee assumes full responsibility for the use of the Equipment to the public and al authorities.

**REPAIRS.** Lessee shall not permit any repairs to the Equipment or allow any lien to be placed upon it without Lessor's prior written consent. Lessee shall be liable for any such repairs.

**ACCIDENTS.** Lessee shall, within 24 hours of occurrences, report any accident to the law enforcement agency having jurisdiction at the place of the accident and to Lessor, and shall deliver to Lessor or, if requested by Lessor, to its insurers, every process, pleading, notice, or paper of any kind received by Lessee. Neither Lessee nor and Equipment Operator shall aid or abet the assertion of any such claim, suit of proceeding and shall cooperate fully with Lessor and its insurer in investigating and defending the same.

**THEFT OF EQUIPMENT.** Lessee is responsible for any theft of the Equipment. Lessee is responsible for all rental accruing until the Equipment is returned/ replaced to the possession of the Lessor. This will apply to any theft or damage to Equipment.

**ALTERATIONS TO CONTRACT.** No rights of Lessor under the contract may be altered or waived except by a document duly signed by an officer of Lessor.

**ENTIRE CONTRACT.** This agreement, and the documents incorporated by reference herein, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreement, understandings, negotiations and discussions with respect to the subject matter hereof, whether oral or written. Except as provided herein there are no condition, representations, warranties, undertaking, promises, inducements or agreements, whether direct, indirect, collateral, express or implied oral or otherwise made by the Lessor to the Lessee concerning this agreement, the subject matter hereof or any matter embodied herein.

This agreement and the transaction evidenced hereby shall be governed by the laws of the province in which this agreement is signed, as the same from time to time may be in affect therein, and the laws of Canada applicable therein.

Lessee's Signature where applicable.

**X**