



RENTAL AGREEMENT

TRADE-MARK INDUSTRIAL INC.
Full Service Multi-Trade Contractors

WORK ORDER # _____

DATE: _____

RENTED TO

COMPANY: _____

ADDRESS: _____

PHONE: _____

ATTN: _____

SHIP TO

COMPANY: _____

ADDRESS: _____

PHONE: _____

ATTN: _____

UNIT DESCRIPTION

ITEM: _____

MAKE: _____

MODEL: _____

CAPACITY: _____

RENTAL RATE

DAY: _____

WEEK: _____

MONTH: _____

YEAR: _____

NOTE: FUEL AND CARTAGE IF REQUIRED WILL BE BILLED AS AN ADDITIONAL CHARGE TO THE ABOVE RATES.

PROPANE TANKS:	OUT	IN	TRANSPORTATION COMPANY _____
CARTAGE:	DELIVERY	PICKUP	

ATTACHMENTS SUPPLIED:

NOTES:

***ONLY COMPETENT AND CERTIFIED / PROPERLY TRAINED PEOPLE ARE TO OPERATE THIS EQUIPMENT.
*OIL & FLUIDS ARE TO BE CHECKED AND TOPPED UP DAILY**

LESEE'S SIGNED DELIVERY: _____ **DATE DELIVERED:** _____

LESEE'S SIGNED RETURN: _____ **DATE RETURNED:** _____

SEE SUBJECT TERMS & CONDITIONS ATTACHED

TERMS AND CONDITIONS

In consideration of the hiring of the equipment described without operator by the undersigned (hereinafter referred to as the "Renter") from the company named on the reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions, and for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM** begins on the date and time specified as "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of equipment to Renter and end upon return of equipment to Dealer's premises. Dealer may terminate rental at any time and take possession of the equipment. Renter agrees to pay on return of equipment to Dealer's premises, all charges and costs of the use thereof. Renter's right to use the equipment terminates on the expiration and due dates set forth above unless extended in writing by Dealer.
2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER DEFECTS.** Renter accepts and hires the equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair and declares the Renter fully understands its proper operation and use. Renter acknowledges and declares the Renter has examined the equipment and all hitches, bolts, safety chains, hauling tongues, together with all devices and materials use to connect that equipment to Renter's towing motor vehicle, if any, and Renter declares that he has received all of such equipment in a secure and operative condition. Renter is responsible for loading and unloading the goods, if the Dealer's employees assist in loading and unloading the goods, the Renter agrees to assume the risk of, and hold the Dealer harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the Dealer or his employees. Renter agrees to return the equipment to the Dealer's premises upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear expected. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (eight hours per day, five days per week) basis. Renter agrees to pay immediately all charges and costs incurred.
3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use if the personal property should it at anytime, following the execution of this agreement or any subsequent agreement, becomes unsafe or in the state of disrepair. Furthermore, the Renter will immediately notify the Dealer that the equipment is unsafe or in disrepair and until such time as Dealer has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental equipment of product.
4. **COMPLIANCE WITH THE LAWS.** Renter acknowledges the Dealer has no control over the use of the equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, provincial and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the equipment while it is in the possession of and in use by the Renter. Renter shall not permit any person who is not legally qualified to use the equipment.
5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's written consent, Renter shall not remove the equipment from the country in which it is rented.
6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Rental shall not abuse, harm or misuse the equipment. Renter shall not permit any repairs to be made or lien to be placed upon the equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said equipment, Renter agrees to accept all responsibility therefore and shall hold the Dealer harmless from any claims or action arising there from. Renter shall furnish the Dealer with a complete report of any accident involving said equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of loss or destruction of any part of the equipment or loss of possession thereof, or inability to return the same to Dealer, on expiration and due date, for any reason whatsoever, Renter shall pay Dealer the actual replacement cost thereof, and in addition thereto Dealer's loss of the use of said equipment.
7. **DISCLAIMER OF WARRENTIES.** Dealer makes NO warranties, expressed or implied, as to the equipment's merchantability or fitness for any particular purpose. Renter's sole remedy for any failure or defect in the equipment shall be the termination of the rental charges at the time of failure, provided the equipment is returned to Dealer within 24 hours after such failure. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the equipment.
8. **USE OF DEPOSIT, AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges the purpose and intent of the deposit paid by the Renter hereunder is to secure the payment of the rental charges hereunder and to guarantee the full and complete performance of each of all the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1½ %) percent per month on all delinquent accounts.
9. **INDEMNIFICATION OF DEALER BY RENTER.** Renter expressly indemnifies and holds Dealer harmless or, from and against any and all claims, loss, costs, damages, attorney's fee and/or liability in connection with hiring and use of the equipment regardless of whether a lawsuit is filed. In the event a suit is instituted by Dealer to recover possession of said equipment, or to enforce any of the terms, conditions or provisions hereof, Renter agrees to pay all costs and reasonable attorney's fee of Dealer incurred in connection therewith.
10. **THEFT WARNING.** Failure to return equipment on the expiration and due date in certain circumstances will be considered a theft resulting in a criminal prosecution.
11. **TAXES.** Renter agrees to pay and all taxes, licences fees, or permit fees arising out of the hiring and use of the equipment. Renter agrees to pay said taxes appear as part of the fact of this contract of whether said taxes are later claimed by the government authority. In the event of a claim by any government authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.
12. **TITLE.** Title to the equipment is and shall remain in Dealer. If the equipment is levied upon for any reason whatsoever, Dealer may retake the equipment without notice of legal process, and may take all action reasonably necessary to do so.