

## RENTAL AGREEMENT AND CONDITIONS

1. The Customer acknowledges receipt of all the equipment (the "Equipment"). Customer responsibility for Equipment starts at the time of delivery and/or pick-up. The rental term concludes when the equipment has been returned to or received by CC Equipment Ltd., herein called "CC Equipment".
2. SIGNING OF THE RENTAL AGREEMENT ACKNOWLEDGES THE RESPONSIBILITY OF THE CUSTOMER TO THE TERMS AND CONDITIONS BELOW AND FOR ANY DEFECTS OR DAMAGES TO THE EQUIPMENT.
3. The rental rates are charged-out in daily, weekly, and monthly increments. These are defined as:

<b>Time Frame</b>	<b>Machine hour usage</b>
1 day (24 hours)	= 8
1 week (7 days)	= 40
1 month (4 weeks)	= 160

By definition-you may use the machine for 8 hours in a 1-day rental term, 40 hours in a 1-week rental and 160 hours in a 1-month rental term.

4. All monthly rentals are billed in advance and due in 30 days. The Customer agrees to make all payments in full at the time the contract is closed, or **within 30 business days** of receiving and invoice. Failure to do so will result in the termination of this agreement and the repossession of the Equipment by CC Equipment.
5. During the rental term, the Customer is responsible for the routine maintenance, service, and insurance coverage of the equipment.
6. **The Customer acknowledges that further terms and conditions are set out at the CC Equipment website found at [www.ccequipment.ca](http://www.ccequipment.ca) and acknowledges that these terms and conditions are incorporated by reference and that the Customer is also bound by these terms and conditions.**

Initials:
-----------

HEREBY ACKNOWLEDGED & ACCEPTED:

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **RENTAL AGREEMENT – MORE TERMS & CONDITIONS**

7. The Customer is responsible for providing the following insurance coverages:
  - a. General liability insurance in an amount not less than \$2 million. The insurance is to include CC Equipment Ltd. As additional insured.
  - b. “All Risks” property insurance in the amount not less than the replacement value of the Equipment. CC Equipment Ltd. Shall be shown a loss payee.

The Customer must provide a certificate of insurance at the time of rental confirming the above coverages. The certificate shall show the description, value and serial number of the rented Equipment and provide 30 days notice in the event of cancellation or material adverse change.

8. By signing the contract, the Customer is accepting full responsibility for any and all liability of the equipment. The Customer agrees that under no circumstances will CC Equipment be held directly, partially, jointly, or vicariously, liable for any costs or claims arising from the use, operation, ownership, transportation, or storage of the Equipment. Any damages, mechanical failures, or malfunctions must be reported to CC Equipment immediately.
9. The person signing on behalf of the Customer represents that they have the full authority to enter into this rental contract on behalf of the Customer.
10. The Customer acknowledges and agrees that interest will be charged and paid on all overdue invoices at the rate of 2% per month compounded and calculated monthly and that this has an effective annual rate of 26.58%.
11. CC Equipment reserves the right to terminate this contract if in its opinion the Customer is not acting in good faith, not maintaining the equipment and/or using it in an inappropriate or unsafe manner. CC Equipment reserves the right to inspect the equipment, monitor its use or retrieve the Equipment.
12. The customer covenants with CC Equipment:
  - a. That CC Equipment or its agents shall have the right at all responsible times to fully inspect the Equipment and any parts of it, or any documents relating to the Equipment, to determine the condition of the Equipment, and to further determine whether the Customer is performing according to the covenants and conditions contained in this Rental Agreement or any other purpose;
  - b. To operate, use and maintain the Equipment at all times and to maintain all records, logs and other materials in conformity with the applicable laws, orders, rules, regulation, and limitations or restrictions of performance or any published instructions and specifications that may from time to time be recommended by the manufacturers or sellers of the Equipment.
  - c. Not to use or operate the Equipment or permit it to be used or operated illegally or contrary to any applicable laws, regulations, orders, rules or directives of any power or government or agency thereof having jurisdiction or contrary to any terms of any insurance policy in force in connection with the Equipment or in any way other than in a careful and prudent manner and to indemnify and hold CC Equipment harmless from and against any and all ill actions, claims, demands, prosecutions, administrative proceedings, and any similar assertions or threats in any way arising out of the custody, use, or operation of the Equipment during the term of this Rental Agreement, and to assume liability and pay for any and all transgressions, defaults, fines, penalties, or forfeitures incurred, suffered, or

assessed against CC Equipment or the customers during the term of this Rental Agreement together with all legal fees, costs, and expenses incidental to the foregoing to the complete exoneration of CC Equipment.

- i. To cause the Equipment to be operated only by competent and qualified operators;
- ii. To keep the Equipment free and clear of all seizures, forfeitures, liens, claims, privileges, debts, taxes, charges, pledges, encumbrances, or adverse claims of any nature whatsoever;
- iii. To pay when due, all license fees, and other fees and assessments necessary for the securing of licenses or others similar permits for the operation of the equipment and, further, to pay when due, or indemnify, or both pay when due and indemnify, CC Equipment from all taxes, fees, assessments, or other levies now and in the future imposed by any provincial, federal, or local government upon the Equipment or upon the delivery, purchase, leasing, use, ownership, operation, possession, sale or return of the Equipment, whether assessed to CC Equipment or to the Customer; provided that upon payment of such fees, assessments, taxes, or levies, the Customer will immediately deliver the receipts for such payments to CC Equipment, and that if CC Equipment pays (which it may, but is not obligated to do) any sum or sums that are an obligation of the Customer under this Rental Agreement, then the amount of such payments shall be forthwith payable by the Customer to CC Equipment, and if not so paid shall bear interest from the date such payment is due at the Prime rate plus four percent (4%) per annum calculated and compounded monthly;
- iv. To indemnify and save CC Equipment harmless from and against all costs, claims, demands, expenses, liabilities, awards, actions, and causes of action for loss or damage or injury (including death) of persons or property or of any other nature and kind whatsoever arising from this Rental Agreement or in any way relating to the use, operation, or ownership of the Equipment during the term of this Rental Agreement, and whether caused by the Customer's negligence or otherwise, including without limitation of the manufacture, selection, purchase, character, safety, condition, delivery, refusal by the customer to accept delivery, possession, operation, sale storage, or return of the equipment; and that CC Equipment shall not be responsible to the agreement, whatsoever may be the cause of such loss of use;
- v. That the Customer will not, without the prior written consent of CC Equipment, sublet or otherwise relinquish possession (except for required or scheduled maintenance or as otherwise permitted under this Rental Agreement) of the Equipment or any part of it, or assign any of its rights under this Rental Agreement;
- vi. To reimburse to CC Equipment for costs accrued including legal fees and disbursements for any matters arising from the agreement including but not limited to:
  - a. Considering and granting any waivers and consents required to be given under this Rental Agreement.
  - b. Any action or consideration required in respect if any insurance claim.
  - c. Repossession Equipment
  - d. Collecting amounts owing under this agreement