

## RENTAL CONTRACT

### The Lessor and Lessee have mutually agreed as follows:

1. Nice Guy Heavy Equipment Rentals Inc. agrees to lease the 'Equipment' listed below for the rental period at the rental rates as stated below. The Lessee is bound under the terms and conditions of this agreement – see attached.
2. The Lessee declares that they will carry insurance covering the equipment whilst in their possession. A copy of the Lessee's insurance certificate or proof of insurance must be supplied with this signed agreement.
3. This agreement will be interpreted according to the laws of the Province of Ontario.

### Notes:

- A./ Machine to be returned full of fuel along with keys and supplied equipment (ie: fire extinguishers, manuals etc.) or additional charges will apply
- B./ 2% Environmental Charge
- C./ Unit must be called off rent day of by 9 am or a full day will be charged
- D./ Unit must be returned in clean condition or a minimum \$350.00 cleaning charge will apply
- E./ Re-fueling charge at \$3.05 per litre
- F./ DEF to be charged at \$3.05 per litre
- G./ Rates based on 8 hrs / day, 40 hrs / week, 160 hrs / month. **\*\*Additional hours beyond these mentioned will be charged per hour**
- H./ Daily greasing and DEF replacement as needed is responsibility of the renter.
- I./ Excessive wear on equipment components will result in an additional prorated charge.
- J./ Breaker / Hammer attachments to be greased every hour with chisel grease

### General Terms and Agreement Conditions:

- 1./ Receipt:** The receipt of the equipment shall constitute acknowledgement that the equipment is accepted and is in good, safe and serviceable condition. The customer further acknowledges in taking delivery that the equipment is appropriate for the intended use.
- 2./ Location:** The customer acknowledges that the title to all equipment rented vests in the supplier. The customer further agrees that it will not assign this contract nor remove the equipment from the "job site location" without written approval of the supplier.
- 3./ Rental Period:** The rental period shall commence on and include the date of the actual delivery of the equipment to the customer or the customer's agent including any public carrier taking same for transit to the customer. Then rental period shall end on and include the date of actual delivery of the equipment to the supplier, another customer or the supplier or an agent of either, including any public carrier taking same for transit to the supplier or such other customer.
- 4./ Payment:** The rentals due under this agreement shall be paid monthly or weekly and are due as per the terms stated on the reverse hereof, to the office of the supplier at the address designated on the reverse hereof. Service charges of 2% per month (24% per annum) will be charged on past due accounts.
- 5./ Loading, Unloading and Transportation:** The supplier at his own expense load the equipment for transit to the customer and unload it upon its return and shall pay any damage charged accruing at its own shipping and receiving point. The customer shall at hers/his (its) own expense do all other loading, unloading, installing,

dismantling and hauling, and shall pay any demurrage accruing at her/his (its) own shipping or receiving point. The customer shall pay all transportation charges from and to the suppliers shipping and receiving points, provided that, unless otherwise agreed, the customer shall not pay return transportation charges greater than those necessary to return the equipment to the point from which it was originally shipped to the customer. The supplier may ship the equipment in accordance with its own judgement if shipping instructions are not furnished on the signing of this agreement.

**6./ Maintenance, Operations and Repairs:** The customer 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 subjected to careless or needlessly rough usage, and shall, at the customer's own expense, maintain and ultimately return to the supplier the equipment and its appurtenance, together with any tools and accessories pertaining thereto, the whole in good repair and running order. Without limiting the generality of the foregoing, the customer shall, at the customer's own expense, during the rental term, pay the cost of: (a) all fuel and lubricants required to operate the equipment; (b) maintenance of tires and tubes on all equipment so equipped. Repairs to and/or replacement of, tires and tubes will be charged to the customer as will any service calls to the location of the equipment if the equipment is not brought into our yard. No allowance will be made for any downtime or inconvenience caused to the customer by failure of any tires, tubes, wheels and/or associated equipment. **DAILY MAINTENANCE IS THE RESPONSIBILITY OF THE RENTER – INCLUDING ENGINE OIL, DEF, ETC. EQUIPEMENT IS TO BE GREASED DAILY AND LEVELS CHECKED. FAILURE TO DO SO WILL RESULT IN ADDITIONAL CHARGES. BREAKERS ARE TO BE GREASED EVERY HOUR WITH CHISEL GREASE.**

**7./ Downtime:** No allowance will be considered for downtime due to the failure of the said equipment, regardless of cause unless such failure shall have been reported to the supplier's office in writing or in person, or the equipment returned immediately. Any allowance, as determined by the supplier, to be made shall be limited to the replacement of the said equipment with that of similar kind for a period equal to the period of downtime from such notifications as herein provide.

**8./ Alterations:** The customer shall not remove, alter, disfigure or cover up any numbering, lettering, insignia or other identification symbols or trademarks displayed upon the equipment. The customer further agrees not to refinish or cause to be refinished any equipment or part thereof which shall significantly alter to colour or manner in which the equipment was painted at the time it was received from the supplier or by the customer.

**9./ Operation:** The customer shall cause the equipment to be operated by competent operators only and shall return the equipment in the same condition as when rented except for reasonable wear and tear and agrees to pay for and make good all loss of damage to the equipment, except for ordinary wear and tear as incidental to reasonable use of the equipment in the hands of a competent operator.

**10./ Return of Equipment:** The customer shall return the equipment in a clean and unmarred condition and agrees to pay any charges for the cleaning of same made necessary by her/his (its) failure to do so.

**11./ Damage to Equipment:** **The customer shall indemnify the supplier against all loss and damage to the equipment during the rental period and the appraisal for any such loss or damage shall be based on the fair market value of the equipment. Charges for down time will be incurred until machine is repaired and returned to its pre-rental condition.**

**12./ Liability of the Customer:** The customer shall indemnify the supplier against all loss, expenses, penalties, condemnations and law/legal costs which the supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damages suffered by any person by reason of the equipment or the operation, handling, transportation or use thereof by or while in the hands of the customer or the latter's employees, agents or carriers.

**13./ Title:** Title to the equipment shall at all times by and remain vested in the supplier and nothing contained in this rental agreement shall be deemed to have the effect of conferring upon the customer any right to title whatsoever in, or to, the equipment, other than that of a customer. The customer shall give the supplier immediate notice in case any of the equipment is levied upon or from any cause become liable to seizure.

**14./ Termination of Rental Agreement:** Should the customer fail to make any payment for more than thirty (30) days, after it becomes due or become bankrupt or fail to maintain and operate or to return the equipment as provided by this rental agreement, or violate any other provision hereof the supplier may, after giving the customer three (3) days notice in writing, terminate this rental agreement, re-take possession of the equipment without becoming liable for trespass, transport the equipment in good and running order, the customer may, upon giving the supplier three (3) days notice in writing, terminate the rental agreement and recover any amount paid by her/him (it) to the supplier hereunder.

**15./ Insurance:** The customer shall maintain at the customers own expense, fire and public liability and property insurance required to indemnify the supplier against damage to property or persons and loss to or of the equipment to the replacement value of the equipment without deduction or depreciation and/or betterment. Coverage to be inclusive of all associated costs including, but not limited to, deductible, loss of profit and overhead as a result of loss of or damage to the equipment, replacement of parts and/or assemblies with new products as supplied by the manufacturer. The insurance shall be kept in effect from the time the equipment is shipped by the supplier until it is returned to the supplier or delivered to another customer of the supplier.

**16./ Subletting:** None of the equipment shall be sublet by the customer, nor shall she/he (it) design or transfer any interest in this rental agreement without previous written consent of the supplier.

**17./ Theft of Equipment:** Equipment rental will continue at rental rate on sign contract, until full payment of settlement with insurance company has been finalized.

The supplier and customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. In witness whereof the parties hereto have executed this agreement on the date stated herein.