

## RENTAL CONTRACT TERMS AND CONDITIONS

- 1) For the purposes of this contract P.G. RENTAL CENTRE LTD. is hereinafter known as the “**Dealer**”, also the term “**Customer**” hereinafter whenever used shall include the customer, company, principal and/or agent. “**Equipment and/or goods**” hereinafter whenever used shall include any and all rented items, sold items and/or other items received from the Dealer.
- 2) The Customer agrees to return the rented equipment and/or goods during the **regular store hours** upon termination of the rental period and further agrees to pay any additional charges if the equipment and/or goods are returned beyond the expiration of the rental period.
- 3) **Rental rates** are based on usage of ten (10) hours per day, fifty (50) hours per week and two hundred (200) hours per four weeks. Rental rates are based on **8 hour shifts**, for **double shift** add 50% or for **triple shift** add 100%.
- 4) **Conditions** which prevent **satisfactory operation** of equipment and/or goods do not relieve the Customer of his/her responsibility for rental charges.
- 5) The Customer agrees to pay all **collection**, legal, bailiff, court fees and other expenses involved in collection of charges and/or enforcement of the Dealer’s rights under this contract.
- 6) The Customer acknowledges that he/she has **personally inspected** the equipment and/or goods, he/she understands its **proper use** and finds it **suitable** for his/her needs and agrees to **notify the dealer immediately of any defects**.
- 7) If the equipment and/or goods become **unsafe or defective** the Customer shall immediately discontinue use of same, notify Dealer then return to the Dealer who will replace the equipment and/or goods with similar equipment and/or goods if available.
- 8) The **Dealer is not responsible** for the **customers** damages, losses and/or expenses arising from the use of equipment and/or goods from any breakdowns, accident or otherwise.
- 9) There are **no warranties of merchantability** or fitness either expressed or implied. There is no warranty that the equipment and/or goods are suited for the Customers intended use or that it is free from defects.
- 10) In the event that the Customer fails to **notify the dealer**, of equipment and/or goods failures or defects within 24 hours of the equipment and/or goods failing to work or developing defects the Customer shall be liable for rental payment at the rate set out until such time as the equipment and/or goods are returned to the Dealer.
- 11) Use of the equipment and/or goods in the following circumstances is prohibited and constitutes a **fundamental breach of this contract**:
  - a) Use for illegal purposes or in an **illegal** manner
  - b) Use of equipment and/or goods when defective, unsafe or in need of repair.
  - c) Use of equipment and/or goods while under the influence of **drugs or alcohol**.
  - d) Use of the equipment and/or goods in situations and for purposes that a reasonable person would feel are **improper, unintended or misused**.
  - e) Use at any **location other than the address furnished** to the Dealer without the written permission of the Dealer.
  - f) The Customer **subleasing or loaning** the equipment and/or goods without the Dealer’s written permission.
  - g) **Failure to pay rent** and/or other charges on demand by Dealer.
  - h) It is a breach of this contract for the customer to give **false information**.
- 12) Upon any **breach** of this contract the **Dealer may terminate** this contract and take possession of and remove without prejudice, equipment and/or goods from wherever they are and the Dealer and/or his agent shall not be liable for any claims for damages, losses, expenses or trespass arising out of the removal of equipment and/or goods.
- 13) The Customer acknowledges that he/she is **not an agent** for the Dealer for any purpose.
- 14) In the event the Dealer **delivers** and/or **picks up** equipment and/or goods for the Customer the Customer agrees to pay all charges. Delivery charges are door to door service only. Any unpacking, erection or moving of said equipment and/or goods there will be additional charges.
- 15) The Customer agrees to **repackage**, restack, roll up, etc. and return all equipment and/or goods after use in the **same condition as when rented**, and in the event the customer fails to do so, the Customer shall pay a reasonable charge to the Dealer for having to do so.
- 16) The Customers **right to possession terminates** on the expiration of the rental period and retention of possession after this time constitutes a fundamental breach of this contract as time is of the essence and any time extension must be mutually agreed upon in writing.
- 17) Equipment and/or goods **overdue** will be **considered stolen** and so reported.
- 18) The Customer agrees that the Dealer is **neither the manufacturer** of the equipment and/or goods nor the agent of the manufacturer.
- 19) It is the Customers responsibility to do **regular maintenance** and **servicing** including all lubrication etc.
- 20) The Customer agrees to pay for any and all **damage** to or **loss** of the equipment and/or goods as an insurer, regardless of cause, except reasonable wear and tear as determined by the Dealer while the equipment and/or goods are out of the possession of the dealer. Accrued rental charges cannot be applied against the charges of repair of damaged or lost equipment and/or goods. Equipment and/or goods damaged beyond repair will be paid for at fair market value when rented.
- 21) The **Customer is responsible** for any and all charges such as but not limited to **tire repairs, mileage, traffic violations, permits, fuel, etc.**
- 22) In the event the equipment and/or goods are returned in a **dirty or damaged** condition additional charges for repair and/or cleaning will be assessed at \$75.00 per hour for labour plus parts. The Dealer reserves the right to continue rent charges until repairs and/or cleaning are completed. The Dealer will notify the Customer of such charges and/or damages at the Dealers earliest convenience.
- 23) The Customer agrees that all charges and/or repairs are subject to a **final audit**.
- 24) All **electrical tools** and/or equipment etc. that are damaged by incorrect electrical current including improper cord length or size also including moisture or water damage are the customer responsibility.
- 25) The Customer declares to have **examined the hitch, safety chain**, and all connections, of said rental equipment and/or goods to motor vehicle and to having received it in a secure condition. Dealer is not liable for any damages as a result of hitches becoming detached.
- 26) For the purpose of **security to satisfying Customer’s obligations** under this contract, The Customer grants the Dealer the right to take possession of and hold as security, equipment and/or goods in the possession of or owned by the customer.
- 27) The Customer is solely responsible for providing **competent operators**.
- 28) It is the responsibility of our Customers to ensure that equipment and/or goods are **secure in or on their vehicles**. If assistance is required, the Dealer takes no responsibility or liability for damages to vehicles or contents during loading, unloading and/or securing equipment and/or goods in or on the vehicle or for the damages, losses, or expenses incurred in transit or otherwise.
- 29) The **Customer agrees to assume all risks** of and hold the Dealer harmless for, damages, losses and/or expenses caused by the equipment and/or goods arising out of the Dealers negligence. The Customer shall **indemnify** and hold the Dealer **harmless** from any claims of third parties for damages, losses and/or expenses to their persons and property arising out of the Customers possession, use, maintenance, return of equipment and/or other including legal charges incurred in defense of such claims.
- 30) The Customer hereby **absolves the Dealer of any responsibility** or obligation in the event of an accident, regardless of cause or consequences, and covenants that any charges, court or attorney’s fees or liability resulting from the use of described equipment and/or goods will be indemnified by the Customer regardless against whom claimants institute action.
- 31) In the event of any **accident** the customer agrees to furnish the Dealer with a complete report including the names and addresses of all witnesses and parties involved.
- 32) The Customer authorizes the Dealer to process a **credit card** voucher for the charges payable to the Dealer under this agreement.
- 33) The provisions of this agreement shall be **severable** so that the invalidity, unenforceability or waiver of any of the provisions shall **not affect the remaining provisions of this contract**.
- 34) **Charge accounts** are due 30 days from date of billing.
- 35) Customer agrees to pay 2% interest per month on overdue accounts (24% per annum).
- 36) **Rental Protection Plan (RPP)**: When the customer has **accepted this RPP in advance**, it amends the customers responsibilities in paragraphs number 20, 22, 23, and 24 if equipment and/or goods are used in a accordance with its specific purpose, and not in any way misused. The Dealer agrees to RPP coverage, subject to the following terms and conditions:
  - a) RPP covers **accidental** damage during the normal use of equipment.
  - b) Customers with RPP coverage are responsible for 10% of the MSRP for stolen equipment up to a maximum \$2500 and must comply with all term and conditions and must provide PG Rental with a police report to stop further rental charges. Customer is responsible for all rental charges until a police report is received. If equipment is recovered at a later date it remains property of PG Rental Centre.
  - c) Damage due to **negligence, abuse, improper, or illegal** use is not covered.
  - d) Customers will pay a **surcharge** on all rentals for RPP and to qualify for a deductible which is 10% of the damage repair charges paid by the Customer for claims up to \$1500.00. Claims over \$5,000 are subject to a \$2500 deductible which is to be paid by the Customer.
  - e) If the damage repair total is **less then \$250.00 no deductible** will be charged.
  - f) **ICBC** insured equipment and/or goods **deductibles**, may vary from unit to unit and are separate from RPP deductibles.
  - g) Charges such as but not limited to, **fuel cartage, cleaning, resale items, panels on excavators, diamond cutting product wear** and any other **excessive wear** etc. will not be covered by RPP.
  - h) RPP covers the first \$50 towards the repair and replacement of punctured and damaged tires.
  - i) RPP only covers the cost of damage to excavator panels up to the total amount of the rent paid. The balance of the cost of the panels is the responsibility of the customer.
  - j) **Charge Account Customers** will have the option to **accept or decline** this RPP coverage by paying for all damage and/or losses, and by completing and signing a Damage Wavier form and providing proof of adequate coverage by their own insurance provider. The Dealer reserves the right to implement RPP coverage on any charge account Customers at any time.
- 37) All sold used equipment and/or goods are sold “**as is where is**”.
- 38) **Guarantee of Rental and Performance of Customer Obligation**: In consideration of the making of this contract, I hereby covenant and agree with the Dealer that, if default shall at any time be made by the Customer herein, in payment of the rent or the performance of the covenants contained herein, on his/her and their part to be paid and performed. I will pay the said and any arrears thereof that may remain due, and also all damages or losses that may arise in consequence of the non-performance of the said covenants or any of them and it shall not be necessary to notify me of any default. Notwithstanding the bankruptcy or insolvency of the customer, my liability as guarantor hereunder shall continue.