



Equipment rental contract RENTAL AGREEMENT

9616 188 STREET, SURREY, BC V4N 3M2 • 1-866-888-6887 • WWW.NORTHLAND.EQUIPMENT • GST REGISTRATION # 799254511

CUSTOMER

BILL TO

CUSTOMER #

COMPANY NAME

BILLING ADDRESS

CITY

PROV

POSTAL

PHONE

EMAIL

ORDERED BY

CONTRACT

CONTRACT #

STATUS

Reservation

DATE OUT

BILLED THRU

TERMS

P.O. #

DELIVERY & SITE

WHERE IT GOES, WHO SIGNS FOR IT

JOB LOCATION / ADDRESS

SITE CONTACT

SITE PHONE

DELIVERY DATE & TIME

PICK-UP DATE & TIME

SALES REP

EQUIPMENT ON RENT

RATES ARE PER UNIT - 8-HOUR WORKING DAY

QTY	UNIT # / KEY	EQUIPMENT DESCRIPTION	SERIAL #	DAY	WEEK	4 WEEK	DUE BACK	AMOUNT

SALES, DELIVERY & SERVICES

QTY	ITEM	DESCRIPTION	EACH	AMOUNT

PAYMENT & REMITTANCE

- Accepted** Visa · Mastercard · Electronic Funds Transfer (email for details)
- Cheque** Accounts only – mail to 9616 188 St., Surrey, BC V4N 3M2
- e-Transfer** credit@bcefinance.ca – note the invoice number(s)
- Inquiries** info@northland.equipment · 1-866-888-6887

Cancellations require 24 hours' notice. Within 72 hours of a reservation, cancellation fees apply.

INITIAL TO DECLINE DAMAGE WAIVER

Full replacement charges will apply to the rented equipment.

SUMMARY

Rental	
Sales & services	
Subtotal	
GST	
PST	
Total	
Paid	
Balance due	

By signing, the Lessee acknowledges receipt of the equipment in good repair and working order and agrees to the Rental Service Terms that follow.

LESSEE SIGNATURE

PRINT NAME & TITLE

DATE

BASIS OF THE AGREEMENT

By this lease, and in consideration of the statements on the face hereof and the following agreements, limitations and conditions, Northland Equipment Sales & Rentals, a business registered under the laws of the Province of British Columbia and Alberta, hereinafter called Lessor, leases unto the person, firm or corporation signing this lease as Lessee (hereinafter called Lessee), the personal property hereinafter called equipment, described on the face of this agreement.

EIGHT-HOUR DAY BASIS

Equipment rental rates are based on eight (8) hours per day, which means the stated rental price is calculated assuming the equipment will be used for a maximum of eight hours within twenty-four hours. Any usage exceeding that time is considered overtime. Standard practice: we calculate on an eight-hour day as the basis for our pricing, considering it a typical work shift (excludes MEWP within reason). Overtime calculation: if a customer uses the equipment for more than eight hours daily, the customer will be charged an additional fee per hour based on a fraction of the daily rate.

1. TERM

The term of this lease respecting each item of equipment commences on 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.

2. RENT

The rent for any and every item of equipment shall be the amount designated on the face hereof.

3. LOCATION

The equipment shall be located in the province where rented and shall not be removed therefrom without Lessor's prior written consent. Lessee shall advise Lessor on a continual basis of the exact location of the equipment.

4. USE

Lessee shall comply with all laws in any way relating to the use, operation or maintenance of the equipment. If Lessor supplies Lessee with labels stating that the equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on the equipment.

5. ACCEPTANCE

Lessee acknowledges that it has fully inspected and accepted said equipment in good condition and repair.

6. INSPECTION

At all times during business hours, Lessor shall have the right to inspect the equipment or observe its use.

7. ALTERATIONS

The Lessee shall not make any modifications or alterations to the equipment without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of Lessor upon the expiration, or earlier termination, of this lease. The Lessee will not alter, remove, disfigure or in any way change any insignia or lettering upon any of the said equipment.

8. LOSS, DAMAGE & REPAIRS

Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever, and shall keep and maintain the equipment in good repair, condition and working order. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this lease, which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of equipment, Lessee, at the option of Lessor, shall place the same in good repair, condition and working order or, alternatively, the Lessor may replace or repair the lost or damaged equipment, the cost to be borne by the Lessee. In

addition to the foregoing, the Lessee shall compensate the Lessor for all loss of rental income incurred due to the Lessee's damage or destruction of the equipment.

9. EXPENSE

Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this lease pay the cost of (a) all fuel, oil and lubricants required to operate the equipment, and (b) all repairs and replacement parts, including labour charges, required to be made to the equipment in order to keep it in good repair and running order.

10. SURRENDER

Upon the expiration or earlier termination of this lease, Lessee shall return the equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

11. TAXES

Lessee shall keep the equipment free and clear of all levies, liens, security interests and encumbrances, and shall pay all licence fees, registration fees, assessments, charges and taxes (municipal, provincial and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment. If Lessee fails to pay any said fees, assessments, charges and taxes, Lessor shall have the right, but shall not be obligated, to pay the same. In that event, the cost thereof shall be repayable to Lessor with the next instalment of rent, and failure to repay the same shall carry with it the same consequences, including interest at twenty-four percent (24%) per annum, as failure to pay any instalment of rent.

12. WARRANTIES

The Lessee agrees that the Lessor is not the manufacturer of the equipment, nor the agent of the manufacturer, and that no representations or warranties are given, expressed or implied, as to the design, quality, condition, capacity, fitness or suitability of the equipment, whether for any particular purpose, requirement or otherwise of the Lessee.

13. LIABILITIES

The Lessee shall be liable for any losses, expenses, penalties, damages, costs or personal injuries, including death, suffered by anyone by reason of the operation, handling, transportation or use of the equipment by or while in the possession of the Lessee or its agent, and the Lessee agrees to indemnify and save harmless the Lessor against all such liability.

14. INDEMNITY

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including solicitor's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the equipment.

15. INSURANCE

The Lessee shall at its own expense maintain liability, theft, fire and other insurance required to indemnify the Lessor against such loss to or of the equipment to the extent of the replacement value, such insurance to cover the insurable interest of the Lessor in said equipment. This insurance shall be kept in effect from the time the equipment is shipped by the Lessor until it is returned by the Lessee to the Lessor.

16. ENVIRONMENTAL FEE

The environmental recovery fee indicated above is a recovery by Northland Equipment Sales & Rentals of its expenses and costs for handling, managing and/or disposing of waste materials associated with the rented equipment that contain hazardous substances, such as motor oil, grease and/or hydraulic fluid, as well as related administrative costs. This is not a government-mandated charge.

17. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default:

- (a) default, and continuance thereof for two days, in the payment of rent or other charge payable by the Lessee under the lease;
- (b) default in the observation or performance of any other term, covenant or condition of this lease or any other lease or agreement between the Lessor and the Lessee, whether before or hereafter made;
- (c) any representation or warranty made by the Lessee, or any report, notice or other writing furnished by the Lessee to the Lessor in connection therewith, being untrue in any material respect;
- (d) the Lessee suspending business;
- (e) if all or any part of the equipment is, or may be in imminent danger of being, confiscated, sequestered or seized under process of law;
- (f) any act by the Lessee reducing the value or usefulness of the equipment, including failure to maintain or repair the equipment as required;
- (g) a subjection of the equipment to any lien, levy, charge, security interest or encumbrance;
- (h) the Lessee making a sale in bulk of its assets or becoming insolvent or bankrupt or unable to pay its debts as they fall due, or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, being instituted by or against the Lessee and, if instituted against the Lessee and defended by the Lessee, remaining undismissed for ten days;
- (i) the private or court appointment of a receiver, receiver-manager or officer of similar powers over any part of the Lessee's property;
- (j) if any insurance placed or maintained pursuant to the terms of the lease shall lapse or be cancelled and shall not be replaced by another policy within two days after notice from the Lessor to the Lessee; or
- (k) the Lessee parting with the equipment.

Upon the happening of an Event of Default, the Lessor may at its sole option: (a) enter upon the premises on which the equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without order of the court and without liability to the Lessor by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, lease or otherwise dispose of the same for such consideration and upon such terms and conditions as the Lessor may reasonably deem fit; (b) in the name of and as irrevocably appointed agent and attorney for the Lessee, and without terminating or being deemed to have terminated the lease, take possession of the equipment and proceed to lease the equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as the Lessor may deem fit, and receive such rental and apply the same against all monies expressed to be payable from time to time by the Lessee; (c) terminate the lease by written notice to the Lessee specifying a payment date not earlier than two days from the date of such notice, and require the Lessee to pay the Lessor on the date specified in such notice the arrears of rental payments as of the date of the lease termination; (d) recover, as a genuine pre-estimate of liquidated damages for loss of bargain and not as a penalty, the present worth of the aggregate amounts yet to become due as rentals or otherwise to the expiration of the term, calculated by discounting such amounts at 5% per annum; and (e) recover the interest charges provided for in Section 11 hereof. All rights and remedies provided are cumulative and are not intended to be exclusive, and are in addition to any other right or remedy previously referred to or otherwise available to the Lessor at law or in equity, and any one or more of the Lessor's rights and remedies may from time to time be exercised independently or in combination without prejudice to any other right or remedy the Lessor may have or may have yet to exercise. The Lessee acknowledges that seizure or repossession of the equipment shall not, by implication of law, extinguish the Lessee's indebtedness to the Lessor.

18. BANKRUPTCY

Neither this lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action and given authority to take possession or control of any item or items of the equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 17 hereof, and this lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of the Lessee after the exercise of said option.

19. LESSOR'S EXPENSE

Lessee shall pay Lessor all costs and expenses, including solicitor's fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof, including any costs of removal of the said

equipment.

20. ASSIGNMENT

Without the prior written consent of Lessor, Lessee shall not assign, transfer, pledge or hypothecate this lease, the equipment or any part thereof, or permit the equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees.

21. OWNERSHIP

The equipment is, and shall at all times be and remain, the sole and exclusive personal property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. In order to secure the Lessee's performance of its obligations hereunder, the Lessor and Lessee agree that a security interest in the equipment shall attach to each item of equipment on its delivery. The Lessee agrees to sign and execute at any time, alone or with the Lessor, any financing statements or other documents which the Lessor deems reasonably necessary to protect and continue the Lessor's title and security interest under this contract. The Lessor is also granted an irrevocable power of attorney to execute such financing statements or other documents on the Lessee's behalf. The Lessee shall indemnify the Lessor against any and all assertions of interest or claims by third parties that would jeopardize the Lessor's security interest.

22. CALCULATION OF RENTAL

The rental rate is as shown on the face hereof and is determined by the duration of the rental period. All rental rates are based on an eight-hour working day. If the equipment is used for more than one eight-hour shift per day, customer agrees to pay one-half of the applicable daily rate for each additional eight-hour shift. In addition, weekly and four-week (28 day) rental rates are based on a five-day workweek. All equipment is leased for a minimum period of one (1) day.

23. CONVERSION

Any equipment which is overdue for a period in excess of one (1) week beyond the end of the maximum estimated rental period shall be classified and deemed to have been converted to the Lessee's use, and the Lessee shall be liable for theft and/or conversion.

24. CONFLICT

The conditions of this contract shall be the only conditions of the contract between the Lessor and the Lessee, and purchase orders are used for reference only and not as conditions of this contract.

25. INVALIDATING CLAUSES

Invalidating one or more of the clauses in this contract shall not invalidate any other of its clauses.

26. LAW OF THE CONTRACT

This contract shall be interpreted in accordance with the laws of either the Province of British Columbia or Alberta, depending on the business activity's location.