

Alex's Mobile HD Mechanic Ltd.



Alex's Mobile HD Mechanic Ltd. (hereinafter referred to as the "Company") hereby rents to the persons referred to on page six (6) hereof (hereinafter referred to as the "Customer") certain equipment listed on page six (6) hereof and the Customer agrees to pay as rental therefore the same stated on page six (6) hereof. The said property is rented on the following terms and conditions agreed to by the parties:

PERIOD OF RENTAL is as shown on page six (6) hereof.

RATE OF RENTAL is as shown on page six (6) hereof or as published in the Company's current rental list.

SINGLE SHIFT: It is agreed that the said property is rented for a single shift of only 8 hours per day. If used more than one shift per day, the Customer agrees to pay one half of the regular rate for each additional 8 hours shift during the day.

VALUE OF EQUIPMENT: the value of the equipment is the full replacement cost at the date of rental as shown on page six (6) hereof.

CUSTOMER: by signing or having a representative sign a numbered truck book for a telephone order to be delivered or picked up, that signature constitutes a binding contract agreement between the Company and the Customer whether or not a signature is obtained on the rental agreement.

LOCATION OF USE: It is agreed the the said equipment shall be kept and maintained during the term of this rental agreement at the location indicated on page 5 hereof and the Customer agrees not to move the equipment from the location without the written consent of the Company.

6960 Waltham Avenue, Burnaby, BC V5J 4V5
Phone: 604 434 9533 Fax: 604 434 8804

Email: alexlifttruck@telus.net Web: www.alexlifttruck.ca

COMPLIANCE WITH BY-LAWS: the Customer agrees to comply with all by-laws, statutes and regulations in any way relating to the said equipment or its use to indemnify the Company from any loss, costs, charges, damages and expenses arising from the breach or non-compliance with any such by-laws, statutes or regulations.

TRANSPORTATION: The rental price F.O.B. the Company's warehouse and the Customer agrees to pay all transportation or cartage charges from and return to the Company's warehouse.

CARE: the Customer agrees to properly protect all equipment from weather by suitable housing; to provide competent operators and return the equipment in as good condition as it was received, normal wear and tear accepted. The Company shall have access to said equipment at all times for inspection. The Customer shall immediately report malfunction or failure of the equipment, if and when it occurs, to the Company, otherwise no adjustment will be made. The Customer shall provide for the equipment at the Customer's expense, fuel, lubricants and filters, in accordance with recognized good machinery maintenance procedures.

NOTICE OF LOSS/OR ACCIDENT: In the event of an accident, loss of, theft of or damage to the equipment, the Customer agrees to notify the Company immediately by telephone, and thereafter to immediately report in writing to the Company and the public authorities (where required by law or by the Company) all information deemed relevant thereto the Company. The Customer will cause its agents and employees to give the Company and the public authorities all relevant information and assistance in any matter resulting from said accident, loss, theft or damage.

INSURANCE: The Customer agrees to provide necessary insurance coverage on equipment rented from the Company, which is or is deemed to be attached to this rental agreement. The risk and liability for any injury or damage to said equipment from any source or cause whatsoever until the equipment is returned to the Company, shall be borne by the Customer, and the amount of such damage shall be paid to the Company by the Customer upon demand. Should the equipment be destroyed or cease to exist for any cause whatsoever during the term of this rental agreement, the Customer hereby agrees to pay the aforementioned valuation price to the Company on demand. The Customer agrees by its signature that it shall purchase insurance in the form of a commercial equipment floater for the actual cash value of all rented equipment. The Customer agrees by its signature that it has purchased commercial general liability with a minimum limit of \$20,000,000.

INDEMNITY: The Customer agrees to indemnify the Company for all loss, charges, damages and expenses suffered by the Customer in respect of any injury (including death) to any person (including the Customer) or damage to any property (including property of the Customer) arising out of the use of the said equipment by the Customer or by any person or corporation during the term of this rental agreement.

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REPAIRS: If the equipment becomes damaged during the term of this rental agreement, and repairs are necessary, the Customer hereby authorizes the Company to make such repairs and agrees to pay the Company the bill of such repairs at the price prevailing for the work required. In case of damages so serious that it would not be practicable to repair the equipment, the Customer agrees to pay the valuation price herein above set to the Company on demand. If the Company shall elect, any money paid by the Customer to the Company may be applied first on any handling charges or repair charges or any other charges, accruing under the term of this rental agreement, which the Company may have been obligated to advance or make, prior to applying such payments upon the amounts due for rents. Rubber tire or rubber track wear damages in excess of normal wear and tear is chargeable to the Customer. The Customer agrees to compensate the Company for the amount of the above stated rental rates for each day or week consumed while the equipment is in the process of recovery or repair.

LOSS: In case of loss of the rental equipment, the Customer agrees to pay the Company the full new current replacement price thereof. Risk of loss of and damage to the equipment remain with the Customer until the equipment is returned to the Company or picked up by the Company at the Customer's location.

HITCH: The Customer declares to have examined the hitch, safety chain, and all connections or equipment to any motor vehicle and to have received it in secure condition.

COMPANY'S REPRESENTATION: The equipment covered by this rental agreement is represented to be in good running order but it is expressly understood that the Company does not represent to the Customer that such equipment is suitable or will be suitable for any particular type of work. The Customer acknowledges that the Company is not responsible for any costs resulting from failed equipment, contamination, environmental related issues or broken equipment.

CANCELLATION: If the Customer fails to make payment of any instalment of rent, as aforesaid for a period of five (5) days, or becomes bankrupt or violates any provision of this rental agreement, or if the said equipment is levied upon or becomes liable to seizure, the Company may, at its option terminate this rental agreement without notice to the Customer, and may take possession of the said equipment without becoming liable for trespass and may recover all rental due hereunder and full damages for any injury to the said equipment and all expense incurred in retaking possession of the said equipment. In the event that the Company terminates this rental agreement pursuant to this clause, all rights of the Customer hereunder shall become null and void. In the event the Company takes any legal steps to enforce the terms of this rental agreement, the Customer agrees to pay, in addition to the costs and disbursements provided by statute, all legal fees (on a solicitor and own client basis) necessitated by such action. The Customer further agrees that the Company may terminate this rental agreement at any time and demand return of rented equipment and payment in full of all rentals owing. **EQUIPMENT NOT RETURNED UPON REQUEST WILL BE CONSIDERED THEFT.**

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RENTAL AMOUNT is for time out - not time used: we charge seven days a week, including Sundays and Holidays unless otherwise specified. Monthly rates constitute 28 days or four (4) weeks.

DEPOSIT: A Visa or MasterCard pre-authorization is required for each non-account rental agreement. Cash is also accepted but at a greater deposit amount.

Account Customers - Terms are: net 30 days. Interest two (2) percent on overdue accounts per month or 26.8% per annum.

PAYMENT: - The Customer agrees that all charges for rental will be paid in advance or immediately upon return of rental equipment.

LEGAL EXPENSES: The Customer will pay to the Company all of the Company's damages, costs and expenses, including the full amount of all legal fees; accountants and expert witness fees, disbursements, and costs of investigation (on a solicitor and own client basis) whether legal proceedings are commenced or not, incurred by the Company in enforcement of this rental agreement.

IT IS AGREED THAT TIME IN THE PERFORMANCE OF EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT IS THE ESSENCE HEREOF.

VALIDITY: it is agreed that if any terms or conditions of this rental agreement is held to be invalid or unenforceable, the validity or enforceability of the remaining terms and conditions shall not be affected thereby and this rental agreement shall be construed as if the offending term or condition had not formed a part thereof.

IT IS AGREED nothing contained in this rental agreement shall be construed as an agreement of purchase.

EQUIPMENT: The equipment referred to in this rental agreement consists of that recorded on page five (5) hereof and to other (additional) items of equipment that may be subsequently rented.

SIGNATURES: It is acknowledged that faxed or emailed signatures are the equivalent of originals.

The Customer acknowledges that this rental agreement constitutes the whole agreement between the parties and no representations or warranties have been made except as herein contained. No employee of the Company is authorized to alter the terms of this rental agreement in any way.

The Company reserves the right to refuse acceptance of equipment returned in dirty or damaged condition and to continue rental charges until returned in acceptable state, and/or levy charges for reconditioning equipment improperly maintained by the Customer.

The Customer who shall be obligated to have obtained insurance as required by this rental agreement, shall exercise all rights to the Customer under said insurance, take all action necessary to process said claim, and Customer further agrees to assign said claim and pay any and all proceeds from such insurance to Company. The Customer shall furnish the name of the Customer's insurance agent, insurance company and complete information concerning insurance coverage carried, and where applicable, shall provide to the Company forthwith a copy of any police report.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. E&OE. CHEQUES ISSUED HONESTLY. **ASSUMPTION OF RISK: DEATH OR INJURY: The equipment is, by virtue of its size and nature, potentially dangerous. Operation of the equipment will expose the Customer, authorized operators and those in proximity to the equipment to risk ("Persons at Risk"). These risks, including serious bodily injury or death, cannot be completely identified, quantified, minimized, prevented or eliminated. The Customer, on behalf of itself and all Persons at Risk, accepts and fully assumes any and all risks and the possibility of personal injury, death, disability, property damage or loss resulting from operation of the equipment.**

THE CUSTOMER AGREES TO BE RESPONSIBLE FOR ALL NECESSARY PERMITS AND LICENSES AS REQUIRED.

NO CANCELLATION AFTER EQUIPMENT IS ORDERED.

Customer: _____

Equipment Rented: _____

Rental Period: _____

Rate of Rental: _____

Equipment
full replacement
cost at date of rental: _____

Customer Signature: _____

Dated: _____