

**RENTAL CONTRACT**  
**TERMS AND CONDITIONS**

1. **INSPECTION:** The Customer acknowledges that the Customer has had an opportunity to personally inspect all tools and other equipment to be rented (collectively, the "Equipment") and finds the Equipment to be in good condition and suitable for the Customer's needs and intended use, and that the Customer understands the Equipment's proper use as specified by the manufacturers. The Customer further acknowledges the Customer's duty to inspect the Equipment prior to each use and to notify Eze Rent-it Centre of defects.
2. **EQUIPMENT MALFUNCTIONS:** If the Equipment becomes unsafe or in disrepair as a result of normal use, the Customer will discontinue use and notify Eze Rent-it Centre. Eze Rent-it Centre will, if replacements are readily available, replace the Equipment but will not have any other obligations whatsoever. For greater certainty, Eze Rent-it Centre is not responsible or liable for any incidental or consequential damages caused by delays or otherwise.
3. **RENTAL BY TIME AND USE:** Rental rates are based both on time and usage. Regarding time, rental charges begin to accrue when Eze Rent-it Centre permits the Equipment to leave its premises and continue accruing until the Equipment is returned to (and the return is acknowledged by) Eze Rent-it Centre during its opening hours. Regarding usage, rental rates are based on usage of not more than 8 hours per day, 40 hours per week or 160 hours per four weeks, and additional rental charges accrue for excess usage at the same rate as for time unless the Customer negotiates a lower rate with Eze Rent-it Centre in advance.
4. **DIRTY, DAMAGED OR LOST EQUIPMENT:** The Customer assumes all responsibility for the Equipment while out of Eze Rent-it Centre's possession. The Customer will return the Equipment clean and in as good condition as when Eze Rent-it Centre permitted the Equipment to leave its premises (except natural wear from responsible use), and the Customer will:
  - (a) Pay an additional cleaning charge for Equipment returned unclean;
  - (b) Pay for all damage to Equipment, whether repairs are performed by Eze Rent-it Centre or (at its option) by others;
  - (c) Pay the actual replacement cost of Equipment lost (including stolen) or damaged beyond repair; and
  - (d) Pay (as a pre-estimate of liquidated damages) the rental rate continuing to accrue from when the Equipment was scheduled to be returned until the Equipment is repaired or replaced and fit for rental.
5. **INTEREST:** All charges and other amounts payable by the Customer under this Rental Contract are due when the Equipment is scheduled to be returned or when otherwise requested by Eze Rent-it Centre and the Customer will pay interest on overdue amounts at 1.5% per month (18% per annum).
6. **PROHIBITED USE:** The Customer will prevent all use of the Equipment other than use:
  - (a) By the Customer or the Customer's employees at the address furnished to Eze Rent-it Centre (unless the Customer has received Eze Rent-it Centre's written permission otherwise);
  - (b) For legal purposes and as specified by the manufacturers in a legal, proper, safe and otherwise responsible manner; and
  - (c) When the Equipment is in good repair and otherwise in a safe condition.
7. **EQUIPMENT "AS IS" AND AT CUSTOMER'S OWN RISK:** The Customer agrees that the Customer rents the Equipment on an "as is" basis without representation or warranty of any kind (including without limitation those of merchantability or fitness for a particular purpose) and that the Customer uses the Equipment entirely at the Customer's own risk. Without limiting the generality of the foregoing, Eze Rent-it Centre does not represent or warrant that the Equipment is free from defects or that it is suited for the Customer's needs or intended use, nor does Eze Rent-it Centre make any other representations or warranties (whether oral or written, expressed or implied) whatsoever.
8. **WAIVER, RELEASE AND INDEMNITY:** The Customer freely accepts full risk and responsibility for all injuries, deaths and property loss and damage, both to the Customer and others, in any way arising out of the condition or use (whether by the Customer or others) of the Equipment, and the Customer:
  - (a) Waives all rights whatsoever against Eze Rent-it Centre and its employees and agents;
  - (b) Releases Eze Rent-it Centre and its employees and agents of all claims, demands, proceedings, obligations and liabilities whatsoever; and
  - (c) Will indemnify and save harmless Eze Rent-it Centre and its employees and agents from and against all claims, demands, proceedings, obligations, liabilities and costs (including without limitation legal costs on a solicitor-and-client basis);resulting from injuries, deaths and property loss and damage, both to the Customer and to others, in any way arising out of the condition or use (whether by the Customer or others) of the Equipment, even if caused or contributed to by the negligence or fault of Eze Rent-it Centre and its employees and agents.
9. **REPOSSESSION:** Upon the Customer's failure to pay an amount due or any other breach of this Rental Contract, Eze Rent-it Centre may terminate this Rental Contract and may use reasonable force to repossess the Equipment from wherever it is without Eze Rent-it Centre or its employees or agents being liable for such forcible repossession or for any resulting losses or damages.
10. **GENERAL INDEMNITY:** The Customer will indemnify and save harmless Eze Rent-it Centre from and against all losses, damages, claims, demands, proceedings, obligations, liabilities and costs (including without limitation legal costs on a solicitor-and-client-basis) in any way arising out of breaches of this Rental Contract by the Customer and efforts to enforce rights, and to seek remedies, to which Eze Rent-it Centre is or may be entitled.
11. **REMEDIES CUMULATIVE:** All rights and remedies of Eze Rent-it Centre are cumulative and not alternative.
12. **ACCIDENTAL DAMAGE WAIVER:** If the Customer pays for the Accidental Damage Waiver, then, subject to the following exceptions, Eze Rent-it Centre waives its right to require the Customer to be responsible for more than 10% of the actual replacement cost of the Equipment, not to exceed \$5,000.00 plus applicable taxes, resulting from losses to Eze Rent-it Centre arising out of direct physical damage to the Equipment. The Accidental Damage Waiver does not apply to, and Eze Rent-it Centre does not waive any rights or remedies whatsoever against the Customer or otherwise for, loss of or damage to:
  - (a) The Equipment resulting from upset, overturn or overhead damage (for any reason whatsoever), from use of the Equipment other than in accordance with the provisions of this Rental Contract, or from improper fuel, hydraulic fluid, coolant or pressure levels, improper cleaning, lubrication or servicing or other improper maintenance of the Equipment;
  - (b) Motors, generators, drills or other electrical devices resulting from a portable electric current (unless the source of the electric current is a generator supplied by Eze Rent-it Centre);
  - (c) Hydraulic cylinders, tires and tubes (for any reason whatsoever);
  - (d) Accessories (including without limitation air hoses, electric cords, blades, welding cables, liquid fuel tanks, harnesses and lanyards) for any reason whatsoever, including without limitation theft; or
  - (e) The Equipment resulting from loss or theft.The Customer acknowledges that the Accidental Damage Waiver is not insurance.
13. **ASSIGNMENT:** Eze Rent-it Centre may assign this Rental Contract without the Customer's consent, and, upon the assignee agreeing to be bound hereby, Eze Rent-it Centre will be automatically released from all of its obligations and liabilities under this Rental Contract. Any purported assignment of any of the Customer's rights, obligations or liabilities under this Rental Contract are void.