Rental Terms and Conditions:

This AGREEMENT made between **JUSTRAM EQUIPMENT INC**. hereinafter called the lessor and the lessee agree as follows:

The Lessor agrees to rent to the Lessee and the Lessee agrees to rent from the Lessor the equipment named and identified herein in good operating condition, in accordance with the rental rates, rental period and general terms and conditions as stated herein**,** above, on the reverse side or attached hereto.

SPECIFIC RENTAL TERMS

The prices quoted are in **Canadian funds, F.O.B.** Aurora, ON **–** unless specified otherwise.
All charges for delivering the equipment to the Lesse**'s** designated site and returning the equipment to **JUSTRAM EQUIPMENT INC.** Aurora ON, after completion of the rental are to the account of the lessee.

All GST/HST and/or applicable Provincial taxes, if any, are **EXTRA**.

The rental prices quoted are valid for acceptance for 30 days from the date stated on page 1 herein.
Lessee is required to provide Lessor with a **WSIB** Clearance Certificate (Ontario only) for the duration of the rental period. The **WSIB** clearance certificate is to be included with the signed copy of the Rental Agreement.

SHIPMENT

All shipments are subject to rental sales made prior to receipt of an order.
At the time of preparing this quotation/agreement the equipment quoted herein can be shipped in 4-5 working days after receipt of the signed rental agreement and written purchase order.
To insure availability, the equipment may be reserved for a specific period of time by returning the signed rental agreement and a written purchase order stating the desired on-site date and anticipated rental duration.

CANCELLATION CHARGES

Orders may be cancelled at any time and for any reason provided Justram Equipment Inc. is notified in writing of such fact and is paid for all costs and expenses (including overhead) in performing and closing out the work plus a reasonable amount as profit.

TERMS OF PAYMENT

If the rental period is less than 1 month, an invoice will be submitted after termination of the rental and is due within 30 days from the date of the invoice (on approved credit). Visa and MasterCard accepted in advance of all rental terms.
If the rental period is greater than 1 month, an invoice will be submitted at the beginning of each rental period and is due within 30 days from the date of the invoice.
Finance charges, calculated at the rate of 2% per month (26.82% per annum) will be charged to outstanding accounts.

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RENTAL PERIOD

The minimum rental period is one (1) week.
The monthly rental period is twenty eight (28) days. One (1) week equals seven (7) days.
The rental period is defined as beginning on the day following the date of shipment from the Lessor's warehouse in Aurora, ON and ends on the day the rental equipment is returned to Lessor's designated warehouse.

For customer pick up or, when Lessor's representative delivers the equipment, the rental period starts on the day the equipment is picked up or the equipment is delivered and ends on the day the rental equipment is returned to Lessor's designated warehouse.
Dates stated on common carrier waybills or other signed, legal ship documents will be used to calculate rental periods.

RETURN OF EQUIPMENT

Upon termination of the rental, the Lessee shall deliver to the Lessor's designated shipping point, all the rented equipment, accessories and related tools, in good repair and operating condition. Lessor shall inspect the equipment and report any missing items and damages or worn parts considered unreasonable wear and tear. Lessor shall invoice the Lessee for such required repairs including labour, materials, parts and lubricants. Labor to remove and reinstall new components shall be billed at $ 120.00 per hour. New parts and consumables, not returned, shall be billed at list price. All equipment would need to be returned in its original crates and packing. There is a $100.00 charge for any item not returned in original crate.

SPARE PARTS

Unused spare parts and expendable parts, purchased by the Lessee, may be returned with the equipment at the termination of the rental period. A 20% restocking/administration fee will be charged. This condition shall not apply to spare parts used for warranty repairs provided the defective components are returned with the equipment for examination.

TITLE

Title to the equipment shall at all times be and remain vested in the Lessor and nothing contained in this rental agreement shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the equipment other than the right of possession and use in accordance with the terms of this agreement.
The Lessee shall give the Lessor immediate notice in the event that any of the equipment is levied upon or from any cause becomes liable to seizure.

EQUIPMENT AS PERSONAL PROPERTY

All items of equipment shall at all times remain personal property. Lessee shall not permit any part of the equipment to become permanently affixed or imbedded in real property.

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TERMINATION OF RENTAL

Should the lessee be in default of this agreement for any reason, fails to make any payment for more than thirty (30) days after payment becomes due, becomes bankrupt or insolvent, fails to maintain and operate the equipment as provided by this agreement, the Lessor may, after giving the Lessee five (5) days notice, in writing, terminate this Agreement, re-take possession of the equipment without becoming liable for trespass and recover all rental payments due, plus full payment for any damages to the equipment and all expenses, legal or otherwise, incurred in obtaining the return of the equipment.

LOSS, DAMAGE AND INSURANCE

The Lessee is responsible for and accepts the risk of loss or damage to the equipment. The Lessee agrees to keep the equipment insured against all risks of loss or damage in amounts payable to the Lessor which will equal the list price of the equipment on the date this agreement becomes effective.

The Lessee will name Justram Equipment Inc. as an additional insured and provide written proof of insurance. If no proof is provided, as an attachment, with a signed copy of these terms and conditions the Lessee, by the fact of accepting these terms and conditions agrees, in the event of loss or damage, to pay the Lessor the amount equal to the list price of the equipment rented or repair costs that include new parts plus labor charges to restore the equipment to the specifications published by the manufacturer.
In the event of total loss, the rental shall cease effective the date of notification of loss to the Lessor. The final settlement covering the loss will address any rental accrued between the time of notification of loss to the Lessor and the date of the settlement

LIABILITY AND INDEMNITY RESPECTING USE OF EQUIPMENT

The Lessee shall indemnify the Lessor against all risk of loss, damage, theft or destruction of the equipment during the rental period. No such loss, damage, theft or destruction of the equipment in whole or in part, shall impair the obligations of the Lessee, including the obligation to pay rent, which obligation shall continue in full force and effect.
The Lessee assumes liability for and shall indemnify and hold Lessor, its officers, employees and agents harmless from any and all liabilities, obligations, claims, actions, suits, proceedings, expenses, penalties, damages and costs of any kind or nature, howsoever caused, including legal costs on a solicitor-client basis, whether on account of injuries to or death of any persons or damage to any property or any economic or consequential loss, arising out of or in respect of equipment leased hereunder including but not limited to those arising from the manufacture, selection, delivery, possession, use, storage or return of such equipment, regardless of where, how, or by whom operated. The assumption of liabilities and indemnities herein provided shall continue in full force and not be affected by any expiration or termination of this agreement.
Under no circumstances shall Lessor be liable for any special, incidental, or consequential damages including, but not limited to, damages for loss of revenue, cost of capital, claims of Lessee's clients, and cost and expenses incurred in connection with labour, overhead, transportation or removal of goods or substitute facilities or supply sources. Goods offered, rented, and/or sold by Lessor have specific installation and use instructions that must be followed. Lessee assumes risk of Lessee's failure, and Lessee's employee's to follow installation and use instructions.

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EQUIPMENT UTILIZATION

JUSTRAM EQUIPMENT INC. will supply equipment in good operating condition which meets the specifications published by the manufacturer.
For safety as well as achieving optimum results, the equipment must be operated by qualified operators and must be maintained according to the manufacturer's instructions.
It is the Lessees responsibility to plan for the proper utilization of the equipment. This entails: determining sufficient access for the equipment, planning equipment layout and sequencing for the specific application conditions and materials.
On request, Justram Equipment Inc. will provide training services and assistance to establish correct set up and operation procedures for the equipment to maximize use of the equipment; however, Justram Equipment Inc. does not accept responsibility for the proper utilization of the equipment provided.

ASSIGNMENT

Lessee shall not assign this Agreement or any of Lessee's rights or obligations under this Agreement or sublet any or part of the Equipment to any other party without prior written consent of Lessor, such consent not to be unreasonably withheld.

GOVERNING LAWS

This Agreement will be governed by and construed and interpreted in accordance with the laws and the courts of the Province of Ontario.

SUCCESSOR AND ASSIGNS

This Agreement is binding upon the parties hereto, their heirs, executors, successors, and permitted assigns.

JUSTRAM EQUIPMENT INC.

Lessee acknowledges the terms and conditions as stated herein comprise the entire Agreement affecting this Agreement and no other Agreement or understanding of any nature concerning this Agreement has been made or entered into.

EXECUTED BY THE PARTIES THIS 17TH DAY OF Sep, 20.

JUSTRAM EQUIPMENT INC.	Lesse Company Name & Signature
(e-mail)	
Per: _____	Per: _____
Authorized Signing Officer	Authorized Signing Officer For Lessee