



TERMS AND CONDITIONS

1. **USE:** The Renter agrees to operate the Equipment within its design parameters and comply with all laws and applicable industry safety guidelines. The Renter shall not affix the Equipment to real or immovable property, or any goods, chattels, or moveable property not covered by this Agreement without the Owner's prior written consent.
2. **ORDER, DELIVERY, AND INSTALLATION:** Order, delivery, and installation of the Equipment are entirely at the Renter's risk and expense and shall be arranged by the Owner on behalf of the Renter according to the Renter's written instructions or, if such instructions are not provided, at the Owner's sole discretion but still at the Renter's risk and expense. The Renter indemnifies and holds harmless the Owner from all claims and liabilities arising from or related to the order, delivery, and installation, including delays or refusal to accept delivery caused by the Renter.
3. **LOCATION:** The Equipment shall be used at the location specified on the reverse of this Agreement and shall not be moved without the Owner's prior written consent.
4. **TITLE:** The Owner retains title to the Equipment as acquired from the seller or manufacturer. The Renter has no right, title, or interest in the Equipment other than possession and use per the terms hereof. Any additions or alterations to the Equipment become the property of the Owner at no cost to the Owner.
5. **WARRANTIES:** The Renter acknowledges that the Owner makes no representations or warranties regarding the Equipment, including its condition, design, operation, suitability, or fitness for any particular use. The Owner shall not be liable for any loss, cost, damage, or expense caused directly or indirectly by the Equipment or its use, ownership, or maintenance, including loss of business or other damages.
6. **RENTER RESPONSIBILITY:** (a) **Insurance:** The Renter shall obtain and maintain, at its sole expense, property damage and liability insurance, including insurance against loss of or damage to the Equipment (with the Owner named as first loss payee), throughout the entire rental term, in amounts not less than the full replacement value of the Equipment. Where the rental includes any licensed motor vehicle, truck, trailer, or other automobile required to be registered for use on public roads, the Renter shall maintain automobile liability insurance, including coverage equivalent to **SEF 27 – Legal Liability for Damage to Non-Owned Automobiles**, or its provincial equivalent, with limits sufficient to cover the full replacement value of the rented vehicle(s). Upon request, the Renter shall provide satisfactory evidence of such coverage to the Owner prior to delivery or at any time during the rental period. The Renter assumes full responsibility for loss of or damage to any rented licensed vehicle while such vehicle is in the care, custody, or control of the Renter and agrees to indemnify and hold harmless the Owner from any resulting claims, damages, costs, deductibles, expenses, or liabilities. The Renter shall deliver all insurance proceeds to the Owner for Equipment replacement or repair. (b) **Notice:** In case of loss, damage, or destruction of the Equipment, the Renter shall immediately notify the Owner and arrange for immediate repair or replacement at the Renter's expense. (c) **Repairs:** The Renter shall maintain the Equipment in good condition, subject to fair wear and tear, and service the Equipment if the hours of use exceed 500 hours. (d) **Treatment of Equipment:** The Renter shall keep the Equipment free of all liens, claims, taxes, and encumbrances, use it legally, and ensure it is operated by qualified and licensed operators. (e) **Return of Equipment:** Upon termination of the Agreement or end of the Term, the Renter shall return the Equipment to the Owner in the same condition as at the commencement of the Term, fair wear and tear excepted. Late returns will incur additional charges at twice the daily rental rate. Cleaning and Service Fee: If the Equipment is returned in poor condition, requiring cleaning or servicing beyond normal wear and tear, the Renter will be charged a cleaning/service fee. The amount will be determined based on the extent of the cleaning or service required to restore the Equipment to its original condition.
7. **OVERTIME RATES:** The Rental Rate is based on up to ten hours per day, fifty hours per week, or two hundred hours in thirty days. Overtime rates apply as follows: (a). 1/10th of the daily Rental Rate for each hour over ten hours in one day. (b). 1/50th of the weekly Rental Rate for each hour over fifty hours in one week. (c). 1/200th of the monthly Rental Rate for each hour over two hundred hours in thirty days.
8. **DEFAULT BY RENTER:** The Renter is in default if they fail to comply with any terms, fail to return Equipment when due, default in any payment, face bankruptcy proceedings, assign for the benefit of creditors, or if the Owner deems the Renter's performance insecure. Upon default, the Owner may take possession of the Equipment, terminate the Agreement, or remedy the default and recover costs with interest.



9. **MISCELLANEOUS:** (a) Time is of the essence. Modifications require written agreement by the Owner. (b) This Agreement constitutes the entire agreement between the parties. (c) Remedies are cumulative and additional to other remedies available. (d) This Agreement is governed by the laws of Alberta, Saskatchewan, and Manitoba. (e) The Owner may assign this Agreement; the Renter may not without the Owner's consent. (f) This Agreement binds and benefits the parties and their heirs, successors, administrators, and permitted assigns.
10. **RECOGNITION:** This Agreement legally recognizes all companies and trade names under TAKK.