

TERMS AND CONDITIONS  
Co-op Home Centre Rental Agreement

1. Unless otherwise agreed to in writing, the Lessee shall pay all delivery charges from, and the return to, the Lessor's premises
2. The Lessee hereby agrees to keep, maintain and return at his own expense all equipment in good repair, reasonable wear and tear only excepted. No claim for wear and tear will be allowed to the Lessee on any replaced part unless the Lessee returns such replaced part to Lessor for inspection and valuation. The Lessor agrees to make a complete inspection of all equipment within a reasonable time of the return of such equipment and give the Lessee notice in writing of any defects and damages together with an assessment of the said damages. If Lessee fails to repair such equipment within ten days of receipt of such notice, Lessor may repair the same, and the Lessee agrees to pay the cost of such repair and until repayment to pay interest thereon at the rate of 24% per annum plus an amount equal to 24% per annum of the value of the equipment from the date of its return until the same is repaired.
3. This Agreement shall continue in full force and effect irrespective of any damages or loss, theft or destruction of the subject equipment or any part thereof. In the event of any such occurrence, there shall be no reduction in the rent payable hereunder. The Lessee, at Lessee's cost, shall repair or replace the subject equipment involved with equipment of equal value, and any such repaired equipment shall belong to the Lessor. In the event the Lessee fails to repair or replace equipment within thirty days of such damage, loss, theft or destruction to the satisfaction of the Lessor, the Lessor may:
  - A. where the damage is such that the Lessor at the opinion that the equipment could reasonably be repaired, the Lessor may repair and until payment agrees to pay interest thereon at the rate of 24% per annum.
  - B. where the damage is such that the Lessor is of the opinion that the subject equipment could not be reasonably repaired or where the subject equipment is lost, stolen or destroyed, the Lessor shall appoint a sale valuator who shall assess the replacement value of the equipment at the time of loss, theft or destruction whose decision shall be binding on both parties. The Lessor shall give notice of the valuation to the Lessee. The Lessee agrees to immediately pay the Lessor the sum equivalent to the replacement value of the equipment, the costs of such appraisal and all rent to the date of such valuation and until payment agrees to pay interest on the total amounts of such rate of 24% per annum. The Lessor shall be the sole judge as to whether the equipment can be reasonably repaired. The parties hereto agree that any monies realized on salvage shall be credited to the balance owing to the Lessor.
4. The Lessee hereby agrees that the rental herein is for equipment only, and the Lessee agrees to provide and pay for skilled and competent operators and to provide at his own expense all necessary fuel, grease, lubrication etc., for the proper operation of the said equipment.
5. The Lessee is responsible for payment of all taxes, levies and/or penalties that may be imposed by any taxing authority or any equipment while such equipment is in possession and/or control of the Lessee.
6. Upon the happening of any one of the following events, it shall be lawful for the Lessor to immediately retake possession of all equipment and for that purpose to enter into or upon any premises where the same may be found and also to demand immediate payment of all accrued rental to the date of possession:
  - A. the Lessee defaults in payment of rentals due.
  - B. the Lessee is adjudged bankrupt or files a petition in bankruptcy, or has a Receiving Order made against him, or executes an assignment for the benefit of his creditors.
  - C. the Lessee enters into liquidation, voluntarily or otherwise.
  - D. the filing of a Distress Judgement or Writ of Execution against the Lessee.
  - E. the Lessee is in breach of any term or condition of this Rental Agreement.
  - F. the Lessee allows any encumbrance, lien or charge to be filed against any of the said equipment.
  - G. upon the Lessor giving to the Lessee 30 days' notice in writing of its intention to repossess the equipment.Upon such equipment being repossessed by the Lessor and the Lessee paying all monies owing or which may become due and payable hereunder, the Lessee shall be terminated.
7. It is expressly agreed that the equipment listed in this Agreement by the Lessee without any representation or warranty whatsoever as to the condition of the equipment, the work it can or will do, the results that it will accomplish or otherwise howsoever. The Lessee hereby acknowledges that he has inspected the said equipment and has accepted the same in its present condition and does further acknowledge that the said equipment is in good and safe working order and condition. The Lessee further agrees that he takes the said equipment at his own risk and agrees to indemnify and save harmless the Lessor against all and any claims arising from any accident, injury or damage sustained by the Lessee, his agent, employee or any third person arising from the use of possession of the said equipment.
8. The Lessee agrees not to assign this Agreement or sub-let or lend the subject equipment for any part thereof but will keep the said equipment in his own possession.
9. The Lessee agrees and undertakes not to remove any of the subject equipment from the designated job or project without the written permission of the Lessor.
10. This Agreement is not and shall not be construed as an Agreement of Purchase.
11. It is agreed that the rental charge commences immediately upon delivery of equipment to the Lessee, his agents or employees at the Lessor's warehouse and except as herein otherwise provided runs continuously to the time of the actual return of said equipment to the Lessor's warehouse and shall be payable at the place designated by the Lessor on a net 30-day basis from the date of invoicing with interest thereafter at the rate of 24% per annum.
12. The Lessee agrees that the taking of a Judgement or Judgements under any of the covenants herein contained shall not operate as a merger or offset the right of the Lessor to interest at the rate herein provided.
13. The Lessor shall return subject equipment during normal business hours of the Lessor (and at no other time) to an employee or agent of the Lessor. The Lessee shall upon return of the subject equipment demand and obtain from the Lessor a receipt upon which shall be noted the date and time of the return. Any equipment or parts thereof which is missing shall be acknowledged upon such receipt by the Lessee or its agent. Any person returning the equipment for and on behalf of the Lessee shall be deemed to be its duly authorized agent to acknowledge for and on behalf of the Lessee loss or damage to the equipment. Any equipment for which a receipt has not been issued shall be deemed to be under lease to the Lessee and subject to the rents and covenants of this lease contained, and that upon any claim being made by the Lessee that the subject equipment has been returned, this covenant may be pleaded as estoppel against the Lessee in any action brought by the Lessor for payments or rent or replacement value of the equipment.
14. Lessee agrees at the Lessee's cost to provide fire, theft and extended coverage insurance on the subject equipment for the duration of this Agreement in form and amount satisfactory to Lessor, ensuring the interests of the Lessor and the Lessee as they may appear. The Lessee further agrees to indemnify and save the Lessor harmless against any claim, loss or damage (including cost and reasonable attorney's fees) asserted or arising by reason of the possession, operation, repair, or replacement of the equipment by the Lessee or an agent or employee of the Lessee.
15. Any of the Lessor's employees or agents assisting the Lessee to load equipment or hook up equipment shall be deemed to be under the direction and control of the Lessee. The Lessee shall assume all responsibility of ensuring that the subject equipment is properly hooked up or loaded as the case may be.