



**WHONNOCK RENTALS LTD.
EQUIPMENT RENTAL AGREEMENT**



OWNER: Whonnock Rentals Ltd.
PO Box 335
Maple Ridge, BC V2X 7G2

RENTER: _____ Date: _____
 _____ DL # _____
 _____ BC ID# _____

PLACE OF USE: _____ PO # _____
 Contact: _____ Phone: _____

EQUIPMENT RENTED

ITEM	SERIAL NUMBER	DESCRIPTION
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Rental Rate: \$ _____

Periodic: for rental period per day / week / month thereafter (circle one)

Rental Term: _____ to _____

REPLACEMENT COST OF DIESEL FUEL: \$ _____ /L _____

*charges will only be applied if equipment is returned with less fuel than it was delivered with.

CREDIT CARD PAYMENT INFORMATION

Card Type (circle): VISA MASTERCARD

Cardholder Name: _____

Card Number: _____ Expiry: _____ CVS: _____

Signature of Cardholder: _____

RENTAL TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented equipment during the terms of the rentals at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. The RENTER agrees that he has a working knowledge of how to run and maintain the equipment.
3. The RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replace or repair is conclusive as to the amount the RENTER shall pay under this paragraph for repair or replacement.
4. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTER's possession.
5. The equipment shall be delivered to the RENTER and returned to the OWNER at the RENTER's risk, cost and expense. If a periodic rental rate is charged by the OWNER, rental charges are billed to the RENTER for each period or portions of the period from the time the equipment is delivered to the RENTER until its return. If a term rental rate is charged by the OWNER, rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
6. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by the OWNER does not constitute a waiver of any of the rights the OWNER has under the rental agreement.
7. The RENTER, if a company, is required to carry and provide proof of their own insurance. The insurance policy must have the equipment being rented listed as being on the RENTER's policy prior to delivery of the equipment.
8. The RENTER shall allow the OWNER to enter the RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
9. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of the RENTER to make rental payments when due, or upon the RENTER's filing for protection from creditors in any court of competent jurisdiction.
10. The OWNER makes no warranty of any kind regarding the rented equipment, except that the OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after the RENTER returns the non-conforming equipment.
11. The RENTER indemnifies and holds the OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
12. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by the OWNER in protection if its rights under this rental agreement and for any action taken by the OWNER to collect any amounts due the OWNER under the rental agreement.
13. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of the RENTER.

DATE

RENTER

FULL PAYMENT IS DUE PRIOR TO EQUIPMENT BEING RENTED