



# RENTAL AGREEMENT & DISCLAIMER

<b>EQUIPMENT OWNER (COMPANY)</b>	
JSA Sales Inc.	
75A Clipper Street	EMAIL: sales@jsasales.com
Coquitlam, BC, V3K 6X2	PHONE: 604-525-4774

<b>WHOLESALER</b>	
NAME:	BRANCH:
CONTACT:	RENTAL PURCHASE ORDER:
PHONE:	FAX:
ADDRESS:	

<b>RENTER</b>	
COMPANY:	
CONTACT:	PURCHASE ORDER:
SIGNATURE	<b>BY SIGNING I AGREE TO THE RENTAL TERMS AND DISCLAIMER BELOW</b>
CELL PHONE:	FAX:
OFFICE PHONE:	EMAIL:
ADDRESS:	

ITEMS AND EQUIPMENT	S/N	DATES REQUESTED	
		FROM	TO

<b>PICKED UP BY</b>	
COMPANY/COURIER:	W/B:
NAME:	
SIGNATURE	
DATE:	TIME:

<b>RETURNED BY</b>	
COMPANY/COURIER:	W/B:
NAME:	
SIGNATURE	
DATE:	TIME:



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RENTAL START and END DATE					
DAY OF WEEK	DATE	TIME OUT	TIME IN	DAYS	SUB TOTAL
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
SUNDAY					
JSA INVOICE		#	TOTAL DAYS		

This is your order as we have entered it for processing. If any discrepancies have occurred, please notify us immediately. Your order has been accepted on the express conditions of the below terms and conditions on this Rental Agreement and Disclaimer.

- 1. Payment Terms.** Unless otherwise agreed, payment terms are net 30 days after date of invoice. If any special circumstances discount has been offered and the invoice has not been paid within its terms, RENTER agrees to pay the full amount of the invoice to COMPANY or WHOLESALER.
- 2. Returns.** RENTER agrees to return all items in the same condition as received. The Equipment and Accessories are to be clean, and all cables and hoses must be properly coiled and tied and hardware such as tool heads and batteries placed in their appropriate holder location (as received on date of rental), or RENTER agrees to pay a service charge. The cleaning or set-up Service Charge is a 1/2 day rental. If the Equipment is not returned in good condition on the Return Date, prorated rental fees continue on a daily basis. COMPANY's acceptance of the return of the Equipment is not a waiver by COMPANY of any claims it may have against RENTER, including claims for latent damage to the Equipment. If repairs or replacements are required, RENTER agrees to pay all labor, material and shipping charges. RENTER shall pay COMPANY or WHOLESALER Full Replacement Value (see paragraph 6 below) to replace any Equipment which is lost, stolen or damaged beyond repair.
- 3. Responsibility for Equipment, Indemnity.** Upon acceptance by RENTER of the Equipment on a will-call basis, or upon delivery of the Equipment to RENTER's destination, RENTER agrees to inspect the Equipment within twenty-four (24) hours after acceptance or delivery. All defects or malfunctions must be reported to COMPANY within that time. RENTER shall hold COMPANY and WHOLESALER harmless and indemnify COMPANY from all claims, liabilities, damages, costs or losses arising from or related to injury or damage to the Equipment or to persons or property arising from or related to the use, maintenance, storage or transport of the Equipment during the period of RENTER's responsibility. RENTER shall indemnify and hold COMPANY and WHOLESALER harmless from any claims, liabilities, damages, costs or losses arising from claims against the Equipment asserted by RENTER's creditors.
- 4. No Damages, Assumption of Risk.** RENTER acknowledges there is a risk of losses, injuries or damages arising from or related to the use or transportation of the Equipment and assumes all risk of such losses, injuries or damages. RENTER for itself and its Customers releases COMPANY and WHOLESALER from any and all responsibility or liability for such losses, injuries or damages which RENTER or its Customers may experience arising from or related to the failure, use, maintenance, storage or transport of the Equipment.
- 5. Location.** RENTER shall not remove the Equipment from the "Ship To" site without the prior written consent of COMPANY.
- 6. Use.** RENTER shall use the Equipment in a prudent and proper manner and in compliance with all applicable manufacturer's specifications and government requirements. RENTER shall not make any alterations, additions, repairs or improvements to the Equipment. The Equipment may not be used for any Event other than described in this Agreement nor may the Equipment be pledged, used, loaned, sublet or assigned to third parties.
- 7. Losses & Insurance.** The RENTER shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the Full Replacement Value and shall carry public liability and property damage insurance covering the equipment. Full Replacement Value is agreed to be the "Wholesale Replacement Cost" for each item rented. Upon a loss, the proceeds of such insurance, at the option of COMPANY, shall be applied toward either or both of the following: (a) the replacement, restoration, or repair of the equipment; or (b) the payment of the obligations of RENTER hereunder.
- 8. Default.** If RENTER is unable to timely meet any of its obligations to COMPANY or WHOLESALER under this or any other agreement, or if the Equipment is levied upon or seized, RENTER shall immediately notify COMPANY and COMPANY may pursue whatever remedies it has under the law or in equity. RENTER hereby authorizes COMPANY to enter the premises upon which the Equipment is located to take possession and remove all of the Equipment from such site without court order or other process of law and to use what force is reasonably necessary to remove such Equipment. RENTER hereby waives any and all claims or damages occasioned by such entry or removal. All amounts past due shall bear interest at the highest rate permitted by law.
- 9. Title to Goods.** The Equipment is the sole and exclusive property of COMPANY and RENTER has no right, title or interest therein, except as set forth in this Agreement. RENTER will not alter ownership markings on the Equipment. RENTER will keep the Equipment free from the claims of third parties.
- 10. Specifications, No Warranty.** RENTER has selected the Equipment to its own specifications and THERE IS NO WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS MERCHANTABILITY OR FIT FOR RENTER'S PARTICULAR PURPOSE.
- 11. Legal Fees.** If either party shall retain legal counsel or bring an action against the other for matters arising from or related to this Rental Agreement, the unsuccessful party shall pay to the prevailing party reasonable legal fees and other costs incurred, in addition to any other relief to which it may be entitled. RENTER agrees to pay all legal fees and costs incurred in enforcing its right pursuant to paragraph 7 against third parties, regardless of whether litigation is commenced.
- 12. Security Deposit.** COMPANY shall have the right to levy a security deposit if needed and use all or part of any security deposit given by RENTER to remedy any default under this Rental Agreement or to compensate COMPANY for damage to the Equipment. COMPANY will return the remaining balance of the security deposit to RENTER within thirty (30) days after termination of this Agreement, provided RENTER has fully performed all its obligations hereunder.
- 13. Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to conflict-of-law principles, and RENTER agrees that all disputes shall be resolved in Vancouver, B.C.