

# SOUTHWEST RENTALS EQUIPMENT RENT-TO-RENT AGREEMENT

SOUTHWEST RENTALS, 151 ONTARIO STREET, WARDSVILLE, ONTARIO N0L 2N0

**SCOTT TEL. 1-519-318-6606, MIKE TEL. 1-226-374-5895**

The agreement made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between Southwest Rentals, and ...

<b>CUSTOMER NAME:</b>  <b>CUSTOMER NUMBER:</b> <b>INFORMATION:</b>	<b>ESTIMATED SHIP DATE:</b>  <b>SHIP VIA:</b> <b>SHIPPING INSTRUCTIONS:</b>
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<b>CONTACT:</b>	<b>PHONE #:</b>
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<b>START DATE:</b>	<b>DELIVERED:</b> <input type="checkbox"/>	<b>PAYMENT MADE IN FULL:</b> <input type="checkbox"/>
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<b>INSURANCE</b>	
Value of Equipment for Insurance \$ CAD	Southwest Rentals H.S.T. Number: 824451595RT0001

<b>FIELD SERVICE</b>		
<b>CONTACT:</b>	<b>PHONE #:</b>	<b>TIRE REPAIRS CONTACT:</b>

MACHINE INFORMATION						
QTY	MAKE	YEAR	MODEL	SERIAL #	STOCK #	SITE LOCATION

<b>COMPLETE WITH:</b>
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ATTACHMENT INFORMATION				
ITEM	QTY	SERIAL #	STOCK #	DESCRIPTION
1	1			
2	1			
3	1			

<b>COMPLETE WITH:</b>
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RENTAL RATES					
ITEM	MONTHLY (\$ CAD)	WEEKLY (\$ CAD)	DAILY (\$ CAD)	OVERTIME (\$ CAD/HR)	SET UP (\$ CAD)
MACHINE					
ATTACHMENT 1					
ATTACHMENT 2					
ATTACHMENT 3					
FREIGHT TO SITE: (\$ CAD)				FREIGHT FROM SITE: (\$ CAD)	

**\*OVERTIME RATES CHARGED IN EXCESS OF 10 HRS/DAY, 50 HRS/WEEK**

TERM & UTILIZATION		
MINIMUM TERM		ALL RATES QUOTED ARE F.O.B. SOUTHWEST RENTALS' YARD.
MAXIMUM TERM		

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE**

*Customer is responsible for all damages incurred to equipment while on rent.*

*Customer agrees to return fuel container full of fuel or pay \$30 refilling charge for fuel container to be re-fueled once returned off rent.*

*Customer agrees to clean the machine before returning it to Southwest Rentals' yard. Any rental equipment returned excessively dirty will incur additional cleaning charges.*

**SOUTHWEST RENTALS**

**CUSTOMER**

Order Received By \_\_\_\_\_

Per \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

## RENTAL AGREEMENT GENERAL CONDITIONS

- 1. THE RENTAL PERIOD:** The Rental Period commences on the date of pickup or shipment of the equipment and continues until the later of the expiry of the minimum term specified in this agreement and the date the equipment is actually returned to Southwest Rentals and includes all time consumed in transporting the equipment to and from Southwest Rentals' yard.
- 2. PAYMENT:** Rental payments are due in advance of each month, week or day of the Rental Period, as applicable. Overdue rental payments will bear interest of 1.5% per month calculated and compounded monthly for an effective annual rate of 19.56%.
- 3. TRANSPORTATION:** Rental rates do not include transportation charges to and from Southwest Rentals' yard. These are the customer's responsibility.
- 4. MAINTENANCE & REPAIR:** The customer is responsible for all fuels, lubricants, normal servicing, maintenance and repairs necessary to maintain the equipment in proper operating condition in accordance with the operator's manual. All replacement parts used shall be original equipment manufacturers parts. Equipment returned to Southwest Rentals without the fire extinguisher and fuel container it was shipped with shall be subject to a \$1000 charge.
- 5. DAMAGE TO EQUIPMENT:** The customer is responsible for any damage done to the equipment during the Rental Period (including during transport) and shall return the equipment in good operating condition at the end of the Rental Period. Any repairs necessary to fix such damage or otherwise to restore the equipment to good operating condition, without limitation, including any catch up maintenance, will be made upon return of the equipment at the customer's expense. Customer shall use properly trained personnel to operate the equipment.
- 6. TIRES:** Without limiting the customer's obligations under Section 5, any cuts or other damage to tires is the customer's responsibility, and tire repairs or replacement of tires, will be made at the customer's expense.
- 7. CLEANING:** It is the customer's responsibility to return the equipment in the same condition in which it was received, otherwise, there will be a cleaning charge if necessary.
- 8. INSPECTION:** Southwest Rentals has the right to inspect the equipment at any time during the rental period.
- 9. INSURANCE:** The customer must insure the machine for its full replacement value for the entire Rental Period (including during transportation). The customer must provide adequate proof of insurance to Southwest Rentals showing Southwest Rentals as the named insured, prior to commencement of the Rental Period and thereafter upon request. The customer hereby assigns to Southwest Rentals – the benefit of and proceeds from any and all insurance policies held by the customer covering the equipment.
- 10. LIABILITY:** The customer shall indemnify Southwest Rentals against any and all claims for personal injury (including death), damage to property and any other claims resulting from the possession or use of the equipment during the Rental Period (including during transportation). The customer acknowledges having inspected the equipment and that the customer is not relying upon any representation by Southwest Rentals as to its suitability for any particular purpose and hereby waives all claims against Southwest Rentals for any loss or damage (including economic loss), of any nature whatsoever, which may be suffered because of the condition of the equipment or its fitness for any particular purpose. The aggregate liability of Southwest Rentals hereunder, if any, shall be limited to the amount paid to it by the customer under this agreement. This agreement represents the entire agreement between the parties with respect to the equipment.
- 11. ASSIGNMENT:** The customer shall not transfer or assign any rights or liabilities hereunder or rent the equipment to any other party or allow another party to use or possess the equipment without prior written consent of Southwest Rentals which consent may be withheld by Southwest Rentals at its sole discretion.
- 12. LOCATION:** The customer shall not remove the equipment from the location in which it was contracted to work without the prior written consent of Southwest Rentals which consent may be withheld by Southwest Rentals in its sole discretion. The customer shall advise Southwest Rentals of any change in the said equipment's location
- 13. TERMINATION:** If the customer fails to observe any of the terms of conditions of the agreement (including the timely payment of rental charges), Southwest Rentals may, in addition to any other rights and recourses it may have, retake possession of the equipment without becoming liable for trespass, at which point this agreement shall be terminated. This agreement may also be terminated by Southwest Rentals upon the customer becoming insolvent or bankrupt or making an assignment for the benefit of its credits, or if a petition is filed by or against the customer for bankruptcy, or if a receiver or other person with similar powers is appointed for any of the customer's assets. In any such event, the customer shall remain liable for all outstanding rental arrears, repair costs, and other damages notwithstanding the termination of this agreement.
- 14. TITLE:** Title to the equipment will remain with Southwest Rentals, and the customer has no right or title to the equipment except as provided in this agreement. The customer shall not incur or permit to exist any lien or other encumbrance on or with respect to the equipment and they are not to take them off.
- 15. PRIVACY:** The customer consents to the collection of personal information by Southwest Rentals.
- 16. RISK OF LOSS:** The customer consents that in the case of the loss or destruction of the Equipment without providing valid insurance, or inability or failure to return the equipment to Southwest Rentals for any reason whatsoever, the customer will pay Southwest Rentals the full replacement value of the Equipment (\$35,000).

Customer initials: \_\_\_\_\_