

SONGWOOD CONTRACTING

380 Herbert Street, Unit B
Gananoque, Ontario
K7G 1R1

HAULOTTE 5533A - Towable Boom Lift - Rental Agreement and Liability Waiver

Client Name (the “**Customer**”) _____
Rental Start Date _____ Rental Return Date _____
Rental Location _____
Client Phone _____

A. Rental Agreement.

1. The Customer hereby agrees to rent the Haulotte 5533A Towable Boom Lift (the “**Equipment**”) from Songwood Contracting Ltd. (“**Songwood**”), beginning on the Rental Start Date and ending on the Rental Return Date (the “**Rental Period**”) at the rate of _____ \$350 plus HST _____ (the “**Rental Fees**”), for use at the Rental Location indicated above (the “**Rental Location**”).
2. Rental Fees and any other costs payable by the Customer under this agreement shall be invoiced to the Customer and are payable in full without set off. The Customer shall pay all charges within 30 days from the date of the invoice. Customer shall pay interest on overdue accounts at the rate of 24% per annum. The Customer acknowledges that if any invoice remains unpaid after 30 days from the invoice date, Songwood shall have the right, but not the obligation, to enter the Rental Location and repossess the Equipment. The Customer shall be responsible for all costs of such repossession incurred by Songwood.

B. Damage Deposit.

3. In addition to the Rental Fees, the Customer shall pay to Songwood a damage deposit in the amount of \$ _____ 0 _____ the (“**Damage Deposit**”). The Damage Deposit shall be held by Songwood in case of any damage or defect to the Equipment during the Rental Period, to be assessed and determined by Songwood in its sole discretion. Songwood will refund the Damage Deposit to the Customer at the end of the Rental

Period, provided the Customer has performed all of its obligations under this Agreement, and provided that the Equipment has not suffered and damage or defect during the Rental Period. In the event of any loss or damage to the Equipment during the Rental Period, the Customer shall not be entitled to the return of the Damage Deposit and, for greater certainty, shall be liable to Songwood for the balance of any costs incurred by Songwood in connection with such loss or damage, over and above the amount of the damage deposit.

C. Title.

4. The Customer acknowledges and agrees that Songwood shall at all times be the sole owner and title holder to the Equipment. The Customer shall at all times protect and defend, at its own cost and expense, the title of Songwood from and against all claims, liens and legal processes of creditors of the Customer, and keep the Equipment free and clear from all such claims, liens and processes. No right, title or interest in, or to, the Equipment shall pass to the Customer during the Rental Period other than the right to maintain possession and use of the Equipment, which is subject to Songwood's right to terminate this Agreement as hereinafter provided, and which right is conditional upon compliance by the Customer with the fulfilment of the terms and conditions of this Agreement.

D. No Warranty.

5. No representation or warranty, express or implied is given or made by Songwood in respect of the Equipment, including, without limitation, the merchantability, condition, design, operation or fitness for purpose or use thereof or its freedom from liens or encumbrances.
6. Songwood shall not be liable to the Customer for any liability, claim, loss, damage or expense of any kind or nature caused, directly or indirectly, by the Equipment or any inadequacy thereof or any deficiency or defect therein, or the installation, use or maintenance thereof, or any repairs, servicing or adjustments thereto, or any delay in providing or failure to provide any part thereof, or any interruption or loss of service or use thereof, or any loss of business or any damage whatsoever and howsoever caused.

E. Assignment.

7. The Customer shall not assign, sell, sublet, pledge or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Equipment and shall not remove the Equipment from the Rental Location without the Owner's prior written consent, which consent may be unreasonably withheld.
8. This Agreement and all of the rights of Songwood hereunder shall be assignable by Songwood upon prior written notice to the Customer. Upon such assignment, Songwood

shall be released from all of its obligations hereunder and the term "Songwood" shall include any assignee.

F. Care of the Equipment, Risk of Loss and Insurance

9. The Customer shall, at its own cost and expense, keep all Equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required for the Equipment. All such parts, mechanism and devices shall immediately become the property of Songwood and part of the Equipment for all purposes of this Agreement.
10. The Equipment shall be at the sole risk of the Customer during the Rental Period. Unless otherwise agreed by Songwood in writing, the Customer shall obtain and maintain during the Rental Period, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment including, without limitation, loss by fire (including extended coverage), theft, collision and other risk of loss as are customarily covered by insurance on the type of Equipment rented herein by prudent operators of businesses similar to that in which the Customer is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to Songwood. The amount of insurance covering damage to or loss of the Equipment, shall not be less than the greater of the full replacement value of the Equipment or the rent then remaining unpaid hereunder. Each insurance policy shall name Songwood and the Customer as insureds, shall name Songwood as loss payee thereof, and shall contain a clause requiring the insurer to give Songwood at least thirty (30) days prior written notice of any alteration in the terms of such policies and the cancellation thereof. The Customer, at the request of Songwood, shall provide to Songwood a certificate of insurance or other evidence satisfactory to Songwood of such insurance. Proceeds of insurance will be disbursed by Songwood against satisfactory invoices for repair or replacement, provided the Customer is in good standing under the terms of the Agreement.
11. The Customer acknowledges and agrees that it is responsible for safeguarding the Equipment while in the Customer's possession, and that it shall be liable to Songwood for the full cost of replacing the Equipment in the event that the Equipment is lost, damaged, or stolen while in the Customer's possession.
12. In the event of any issues with the Equipment during the Rental Period, the Customer shall immediately contact Songwood at (613-539-3978).

G. Inspection by Owner.

13. During the Rental Period, Songwood shall be permitted unrestricted access the Rental Location to inspect the Equipment.

H. Indemnity.

14. The Customer shall indemnify, hold safe and harmless from and against, and covenants to defend Songwood against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the purchase, ownership, delivery, leasing, installation, possession, use operation and return of the Equipment, including without limitation any personal injury or property damage suffered by any person arising out of or related to the use or operation of the Equipment. The indemnities and covenants in this clause shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

I. Delivery and Return of Equipment.

15. Songwood shall deliver the Equipment to the Customer at Rental Location stipulated above. The Customer shall assume the full expense for such transportation, including in-transit insurance of the Equipment to the Customer's premises.

16. Upon the expiration, termination or cancellation of this Agreement, the Customer shall, at its own risk and expense, immediately return the Equipment to Songwood in the same condition as when received by the Customer, ordinary wear and tear excepted, at such location as Songwood shall designate. Songwood shall, at the Customer's sole expense, conduct the necessary repairs in order for the Equipment to be in the condition required under this Agreement.

J. Default by the Customer.

17. Any one or more of the following events shall constitute an event of default:

- a. The Customer shall fail to make any payment required under this Agreement when due;
- b. The Customer shall attempt to dispose of or encumber the Equipment;
- c. The Customer shall fail to perform or observe any covenant, condition or agreement to be performed or observed by under the terms of this Agreement, and such failure shall continue for seven (7) days after notice of such failure is given by Songwood;
- d. Any representation or warranty made by the Customer in this Agreement or in any document or certificate furnished to the Owner in connection or as required by this Agreement shall prove to be incorrect at any time in any material respect;
- e. The Customer shall become insolvent or bankrupt or make an assignment for the benefit of its creditors or consent to the appointment of a trustee or receiver or a trustee or receiver is appointed for the Customer or for a substantial part of its

property without its consent, or bankruptcy, reorganization or insolvency proceedings are instituted by or against the Customer; or

- f. The Customer ceases or threatens to cease to carry on business in the normal course or if all or a material part of the Customer's property is sold, or if the Customer enters into a sale in bulk within the meaning of any applicable bulk sales laws.
18. Upon the occurrence of any event of default, Songwood may at its option do any or all of the following:
- a. Enter upon the premises where the Equipment is located and take immediate possession thereof, without liability to the owner of the premises for or by reason of such entry, whether for damage to property or otherwise; and
 - b. Terminate this Agreement by written notice to the Customer and obtain from the Customer, as liquidated damages, the present value of the aggregate of all amounts due hereunder as Rental Fees.
19. The Customer shall, in any event, be liable for any unpaid payments due under the Agreement and shall remain fully liable for any damage to the Equipment and for costs and expenses incurred by reason of occurrence of any event of default or the exercise of Songwood's remedies, including all costs and expenses incurred in connection with putting the Equipment in the same condition as it was as of the start of the Rental Period.
- K. Miscellaneous.**
20. In the event that the Customer fails to perform any obligation hereunder, Songwood may cause such obligation to be performed, and the cost thereof together with interest provided for in this Agreement shall be considered as additional rent payable by the Customer immediately upon demand.
21. This Agreement may not be amended except in writing signed by each party and shall be binding upon and enure to the benefit of the parties hereto, their permitted successors and assigns.
22. Any provision of this Agreement which is unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts of this Agreement.
23. This Agreement constitutes the entire agreement between the parties.

24. This Agreement shall not be canceled or terminated except as expressly provided herein.

25. This Agreement shall be governed in accordance with the laws of the Province of Ontario.

26. This Agreement may be executed in one or more counterparts and by electronic communication, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

X _____ INITIALS HERE AFTER READING Towable Boom Lift RULES

**I have read the above agreement and fully understand and accept the conditions above.
I am aware that while in my care, I am fully responsible for the Equipment.**

Client

Print client name: _____

Client signature: _____

Date: _____

Songwood Contracting Ltd.

Print name: _____

Signature: _____

Date: _____