

1. Customer Notice: If equipment does not work call us immediately for exchange or you will be charged until the equipment is returned. There will be no exceptions. Failure of Lessee to return equipment within one week of due date may result in charges of theft by conversion.
2. Receipt of goods listed on the reverse of this form is hereby acknowledged and terms and conditions as set forth are agreed to. These terms consist of our entire agreement. No one has made any oral or other written representations or promises not included in this contract. The individual signing below acknowledges that the equipment is rented in the names of the company and himself jointly and that each is jointly and severally liable to Flaman Sales and Rentals.
3. Returned cheques, including NSF are subject to charge.
4. Lessee agrees and acknowledges that there is no warranty or representation whatsoever as the durability, quality, condition, or suitability of the equipment for the renter's purpose or as to any other matter in respect of the equipment.
5. All insurance relating to the transportation of the equipment, liability while in the Lessee's possession, and operational insurance is the sole responsibility and expense of the Lessee.
6. Lessee agrees to pay an extra charge levied on equipment returned dirty.
7. A rental day equals a TOTAL of 12 hours, 10 hours of usage, 2 hours of cleanup and travel time. The rental period shall commence on and include the actual date and time that the equipment is picked up at the dealer's location or delivered to the renter's location. The rental period shall end on and include the actual date and time that the equipment is returned. Time is and shall be of the essence.
8. Flaman Sales and Rentals rents the equipment for the period commencing with the delivery of the said equipment to the Lessee.
9. For the purpose of satisfying Lessee obligations under this contract the Lessee grants the Lessor a security interest in all goods.
10. The Lessee shall leave their payment upon receipt of the equipment as well as the specified damage deposit. All cheques must be made payable to Flaman Sales and Rentals. The deposit paid by Lessee hereunder shall be held as security and be applied to the payment and performance of the Lessee's obligation hereunder.
11. The Lessee acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition and that he understands its proper use. The Lessee further acknowledges his duty to inspect the equipment prior to use and notify Lessor of any defects.
12. The Lessee shall not lend or part with possession of any part of the equipment or allow same to be used at any location other than the aforesaid land location without the written consent of Flaman Sales and Rentals.
13. The Lessee agrees to take full responsibility for the equipment listed. The Lessee binds himself to take all possible care of equipment rented and assumes full responsibility for loss whether for fire, theft or otherwise and undertakes to pay the cost of replacement or actual value should replacement not be possible. He also binds himself to pay for any damage caused to the equipment while in possession including while the equipment is in transport. Equipment is to be returned in the same condition as delivered, less normal wear and tear. All repairs due to neglect will be charged to the Lessee at replacement cost. The Lessor will not accept any invoices for repairs or for any reason unless prior approval is obtained from authorized personnel or the Lessor.
14. The Lessor may from time to time enter any premises where the machine may be for the purposes of examining and inspecting the condition of the machine without legal process.
15. The Lessee shall for all purposes be deemed to have been using the equipment rented from the date of taking possession until return.
16. The Lessor shall have the option of charging a security deposit on any goods including goods removed from the Province. Lessee also agrees to pay a cleaning charge for equipment returned dirty.
17. In the event of default in payment of the rent herein provided or in the event of the Lessee's breach of the agreement, the Lessor is hereby given the privilege to enter on the premises of the Lessee and repossess itself of the said equipment without legal process. If legal action is required the Lessee agrees to pay all costs.
18. Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract (a) use for illegal purpose or illegal manner (b) use when equipment is in bad repair, unsafe and (c) improper intended use or misuse. Use by anyone other than the following is prohibited; Lessee, his employer or employees, or persons residing permanently in the Lessee's household. No person under 16 years of age may operate any motorized equipment.
19. The liability for injury, disability and or death of any persons caused by the operation, handling or transportation of the equipment during the period in which the equipment is in the possession of the Lessee shall be that of the Lessee and he shall indemnify and save harmless against the Lessor any loss expense, damages and/or penalty or penalties which may arise out of any action for damages to property or person or persons occasioned by the operation handling or transportation of the equipment during the period in which the equipment is in the possession of the Lessee.
20. The provision of the agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provision shall not affect the remaining provisions.