

Rental Terms and Conditions

- 1) The CUSTOMER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted. If the CUSTOMER requires maintenance, the CUSTOMER will compensate the OWNER for labour and/or delivery and/or repair part costs accrued for each piece of equipment.
 - a. If said labour or repair is during business hours (M-F 8:00-4:30pm) on-site costs are billed at \$125.00 per hour and any/all in-house rates are \$95.00 per hour.
 - b. If said labour or repairs are after listed business hours to the Emergency Line there will be a base charge of \$200 for the first hour and additional hours at \$125/hour.
- 2) The CUSTOMER shall pay the OWNER full compensation for replacement and/or repair of any equipment, which is not returned, because it is lost or stolen. The CUSTOMER shall pay the OWNER full compensation for any equipment which is damaged and in need of repair, to be put to the same condition it was in at the time of rental.
 - a. For any damages exceeding \$500.00, the CUSTOMER may choose to have the repairs done through an ICBC claim. Therefore, the CUSTOMER will be responsible for deductible charges, depreciation coverage on loss of batteries, plus applicable tax not covered by ICBC reparation. The OWNER's invoice for replacement or repair is conclusive as to the amount the CUSTOMER shall pay under this paragraph for repair or replacement.
 - b. For any damages less than \$500.00, the customer will be responsible for all labour and replacement and/or repair required for the unit to be put to the same condition it was in at the time of rental.
- 3) The CUSTOMER shall pay the OWNER full compensation for additional expenses accrued including, but not limited to, tolls or fines.
- 4) The equipment shall be delivered to CUSTOMER and returned to OWNER at the CUSTOMER'S risk, cost and expense. As per fees listed in **schedule 1. If a periodic rental rate is charged by OWNER, rental charges are billed to the CUSTOMER for each period or portions of the period from the time the equipment is delivered to the CUSTOMER until its return. If a term rental rate is charged by OWNER, rental charges are billed to the CUSTOMER 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.
- 5) 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 OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
- 6) The CUSTOMER shall allow the OWNER to enter the CUSTOMER'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 CUSTOMER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the CUSTOMER'S risk, cost and expense may at any time enter the CUSTOMER'S premises where the rented equipment is stored or used at all times and recover the rented equipment.
- 7) The CUSTOMER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of CUSTOMER to make rental payments when due, or upon CUSTOMER'S filing for protection from creditors in any court of competent jurisdiction.
- 8) The OWNER makes no warranty of any kind regarding the rented equipment, except that 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 CUSTOMER returns the non-conforming equipment.
- 9) CUSTOMER indemnifies and holds 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 or contract.
- 10) The CUSTOMER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection of its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.



Safety forward.



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**Schedule 1

Zone 1 - \$65.00	Langley, Surrey, Aldergrove Area.
Zone 2 - \$95.00	Burnaby, Coquitlam, Port Moody, New West, Delta, Maple Ridge and Mission.
Zone 3 - \$120.00	Vancouver, Richmond and Chilliwack
Zone 4 - \$175.00	North Vancouver, and Hope
Zone 5 - "Call for Price"	For Locations not listed please contact for price.