

## GENERAL CONDITIONS

1. **I have chosen to deal with CRS Contractors Rental Supply Limited on my own accord, without solicitation by a CRS principal or agent. At no time, prior to, or during the negotiations of this transaction did CRS act in a non-professional manner.**
2. **THE RENTAL PERIOD:** The rental period shall commence on and include the date of actual delivery of the Equipment to the Lessee or of the Lessee's agent, including any public carrier taking same for transit to the Lessee. The rental period shall end on and include the date of actual delivery of the Equipment to the Lessor, another Lessor or an agent of either, including any public carrier taking same for transit to the Lessor or such other Lessee.
3. **PAYMENT:** The Rentals due under the Lease shall be paid monthly or weekly (as the case may be) in advance to the office of the Lessor at the address designated on the reverse hereof. The rental for the rental period is payable before delivery of the Equipment to the Lessee or the latter's agent or carrier.
4. **LOADING, UNLOADING AND TRANSPORTATION:** The Lessor shall at its own expense load the Equipment for transit to the Lessee and unload it upon its return and shall pay any demurrage charges accruing at its own shipping and receiving point.  
The Lessee shall at his/her (Its) own expense do all other loading, unloading, installing, dismantling, and hauling, and shall pay and demurrage accruing at his/her (its) own shipping or receiving point.  
The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points; provided that, unless otherwise agreed, the Lessee shall not pay return transportation charges greater than those necessary to return the Equipment to the point from which it was originally shipped to the Lessee.  
The Lessor may ship the Equipment in accordance with its own judgement, if shipping instructions are not furnished on the signing of the present agreement.
5. **MAINTENANCE, OPERATION AND REPAIRS:** The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the Equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in clean condition, good repair and running order.  
Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this Lease, pay the cost of:
  - a) all fuel and lubricants required to operate the Equipment;
  - b) all repairs required to be made to the Equipment in order to keep it in good repair and running order;
  - c) replacing broken or worn out parts.
6. **DAMAGE TO EQUIPMENT:** The Lessee shall indemnify the Lessor against all loss and damage to the Equipment during the rental period and the appraisal of any such loss or damage shall be based on the replacement value for the Equipment.
7. **LIABILITY OF LESSEE AND RELEASE OF LESSOR:** The Lessee shall indemnify the Lessor against all loss, expenses, penalties, damages, condemnations and law costs which the Lessor may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the Equipment or the operation, handling, transportation or use thereof by or while in the hands of the Lessee or the Lessor's employees, agents or carriers.  
The Lessee hereby renounces and releases all claims which he/she (it) may have against the Lessor for any loss or damage which he/she (it) may suffer, either directly or indirectly, by reason of the condition of the Equipment or its suitability for the work it may be required to perform.
8. **TITLE:** Title to the Equipment shall at all times be and remain vested in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right, title or interest whatsoever in or to the Equipment, other than that of the Lessee.  
The Lessee shall give the Lessor immediate notice in case any of the Equipment is levied upon or from any cause becomes liable to seizure.
9. **TERMINATION OF LEASE:** Should the Lessee fail to make any payment for more than ten (10) days after it becomes due, or become bankrupt, or fail to maintain and operate or to return the Equipment as provided by this lease, or violate any other provision hereof, the Lessor may come after giving the Lessee, three (3) days notice in writing, terminate the Lease, re-take possession of the Equipment wherever same may be situated, without becoming liable for trespass, and recover all rentals due and full damages for any injury to and all expenses incurred in obtaining the return of the Equipment.  
Should the Lessor fail to ship the Equipment in good repair and running order, the Lessee may, upon giving the Lessor three (3) days notice in writing, terminate the Lease and recover any amount paid by him/her (it) to the Lessor hereunder.
10. **INSURANCE:** The Lessee shall maintain, at the Lessee's own expense, fire and public liability and property insurance required to indemnify the Lessor against damage to property or persons and loss to or of the equipment to the replacement value of the Equipment.
11. **SUBLETTING:** None of the Equipment shall be sublet by the Lessee, nor shall he/she (it) assign or transfer any interest in this Lease without the previous written consent of the Lessor.
12. **PREVENIENT ARRANGMENT:** The Lessee acknowledges that the supply of Equipment by the Lessor from time to time for the use at or in relation to the same project or work site is pursuant to a prevenient arrangement and that the Lessor shall have lien rights pursuant to the Construction Lien Act for all Equipment rented and materials supplied to or in relation to that project or work site.