



355 Harry Walker Parkway North, Units 9 & 10  
Newmarket, Ontario, L3Y 7B3

**Tel:** (905) 898-6906

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**Fax:** (905) 898-1597

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## Equipment Rental Agreement

### TERMS AND CONDITIONS

International Safety Systems agrees to rent equipment as outlined on the attached order confirmation to customer named. Equipment shall remain the sole and exclusive property of International Safety Systems. Customer shall have no right or interest therein except as expressly set forth therein.

### RENTAL PERIOD

Equipment is available for weekly rental periods only. Rental charges will begin the scheduled day the equipment is picked up to the day it is received at International Safety Systems. If equipment is picked up after 3:00 p.m., the rental charge will not begin until the next day. We expect the rental equipment to be returned to International Safety by 12:00 p.m. on the agreed date the rental period expires, otherwise a late return fee will apply. Equipment returned in the middle of the rental period will have the final billing days pro-rated to a daily rate based upon the weekly rental rate.

### DELIVERY AND RETURN

Unless Customer notifies International Safety Systems to the contrary within the next working day after the receipt of the equipment, it shall be conclusively deemed that the equipment was received by the Customer in good operating condition. Equipment shall be personally dropped off at International Safety Systems offices at the end of the rental period. Customer shall return Equipment to International Safety Systems in good operating condition, with normal wear and tear excepted and Customer shall clean and decontaminate all Equipment in accordance with all established requirements for Customer's job site or project.

### PAYMENT TERMS

Payment is required as set out in the attached order confirmation: COD only. The credit card information must be provided on the Equipment Rental Request form. The Customer will be billed for the initial rental duration as specified in the Rental Equipment request form. Any additional costs incurred shall be billed to the same credit card provided accordingly.

International Safety Systems reserves the right to terminate this Agreement, take immediate possession of the Equipment, and recover from the Customer all amounts due hereunder, together with International Safety Systems's costs, including reasonable legal fees and costs.

### OWNERSHIP/USE

The Equipment shall remain the property of International Safety Systems and is provided to Customer solely on a rental basis without any option to purchase. Customer shall use the Equipment only at the Equipment location, and shall not move, rent, transfer, assign, sublet, sell, alter, modify, or encumber any item of Equipment without International Safety Systems's prior written consent.

### SAFEKEEPING

Customer is responsible for the safekeeping of all International Safety Systems equipment and the complete decontamination of the equipment before its return to International Safety Systems. If it is determined that a piece of the equipment has not been properly decontaminated, all additional costs to assure its proper decontamination will be the responsibility of the Customer, along with all damages due to theft, loss, or abuse. Charges will be incurred due to misuse or abuse of any consumable items; i.e. calibration gas. Rental charges will continue until a replacement unit is received by International Safety Systems or until the proper decontamination process is completed.



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### ACCEPTANCE, LIMITATION OF LIABILITY, DISCLAIMER, ASSIGNMENT OF WARRANTIES

Customer represents and agrees that the Equipment is of a size, design, capacity and manufacture selected by Customer; and Customer has unconditionally accepted each item of Equipment. INTERNATIONAL SAFETY SYSTEMS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY EQUIPMENT BY ANY INADEQUACY, DEFICIENCY, OR DEFECT THEREIN.

The use of the equipment during the rental period is the full responsibility of the Customer, and the Customer has clearly understood and agrees not to hold International Safety Systems liable in any shape or form, legal or otherwise, for the misuse of the Equipment. The Customer also acknowledges that International Safety Systems is not the manufacturer of the Equipment and cannot be held responsible for defects in the equipment's manufacturing.

The Customer confirms that they have selected the Equipment and each part thereof on the basis of their own judgment and expression.

### TRAINED USER COVENANT

Because the job for which this Equipment is used is often hazardous, it is imperative that any person renting Equipment from International Safety Systems be a trained user of the Equipment. Your acceptance of the Equipment operates as your covenant and certifies that you and your employees have been properly trained by others in the use and limitations of the Equipment and that you will assume total liability for any improper use. You agree to indemnify International Safety Systems with respect to any claim or liability whatsoever arising from the improper use of the equipment. International Safety Systems takes no responsibility for training customer on rental equipment.

I \_\_\_\_\_ of the applicant company agree to the above stated terms and conditions.

(please print name)

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Date of Equipment Return \_\_\_\_\_