

*Eco Rental Beams Corp.*  
TERMS AND CONDITIONS FOR RENTEL EQUIPMENTS

1. **AGREEMENT:** This agreement is made in Province Of Ontario between **Eco Rental Beams** (hereinafter called the **Lessor**) and the customer (hereinafter called the Lessee) contains the terms and conditions that govern the rental of any and all equipment by the Lessee from the Lessor and the term "Equipment" as used herein that refer to all such equipment (requested or agreed by Lessee through email, fax or verbally to Lessor or equipment listed on invoice to lessee). It is also understood that the terminologies lease and rental are one and the same meaning in this agreement,
2. **RENTAL PERIOD:** The rental period shall commence on the actual day of delivery of the equipment to the Lessee or the Lessee's agent, including any public carrier delivering the equipment to the Lessee. Rental period shall cease upon actual day of acceptance of the return of equipment to the Lessor's yard. The Lessee is responsible for the equipment until it has been returned to the Lessor's yard. Rental rates are based on 28 days and will be pre billed and are exclusive of freight, import duties, and any applicable sales tax.
3. **PAYMENT:** Payment terms under this rental agreement are net 28 days and will be billed to the Lessee's address designated on the invoice. If the Lessee uses credit card imprint for the purpose of either a deposit, security, cheque or for paying the rental amount due, then the Lessee hereby authorizes the Lessor to charge that card number, any replacement card, upon expiry or replacement card (should they be issued) for any and all amounts due under this rental agreement, without necessity of the credit card imprinting of the required signature.
4. **TITLE:** Title to the equipment shall at all times be and remain vested in the Lessor and nothing contained in this rental agreement shall be deemed to have the effect of providing the Lessee any right or title whatsoever to the equipment. The Lessee shall not incur or permit to exist, any lien or other encumbrance on or with respect to the equipment.
5. **LIABILITY OF LESSEE:** The Lessee shall indemnify and hold harmless the Lessor against all damages, condemnations and legal costs which the Lessor may suffer or may be required or condemned to pay for personal, injuries, (including death) and /or property damages suffered by any person by reason of the existence, maintenance, use, loading, unloading, operation or entrustment to others of the equipment by or on behalf of the Lessee, or any other person or entity. The Lessee shall maintain at its own expense, public liability and all risk property insurance in adequate amounts to fully cover this indemnity. The Lessee hereby renounces all claims which they may have against the Lessor for any loss or damage which they 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. It is the full responsibility of Lessee to make sure, the equipments rented from Eco Rental Beams satisfies the design (safety) criteria of the project, spacing criteria of the beams in the project and it's use to satisfy the requirement of any province or state of the country.
6. **DAMAGE TO THE EQUIPMENT:** The Lessee shall indemnify and hold harmless the Lessor against all losses and damages to the equipment during and after the rental period and the appraisal for any such loss or damage shall be based on the replacement of new equipment without any deduction for depreciation.
7. **TERMINATION OF LEASE:** Should the Lessee fail to make any payment for more than thirty (30) days after it is due, or become bankrupt, insolvent or have a receiver appointed, or fail to maintain or to return the equipment as provided in this agreement, or violate any other provision hereof the Lessor may terminate this lease, possess the equipment without any liability for trespassing, and recover all rental payments due, full damages for any injury to and all expenses incurred in obtaining the return of the equipment.
8. **SUB LETTING/LOCATION:** None of the equipment shall be sublet by the Lessee, nor shall they assign or transfer any interest in this lease agreement without the previous written consent of the Lessor. The equipment shall be used only at the location stated on the invoice of the rental equipment of specific project.
9. **ENGINEERING:** Where the Lessor has provided engineering data, drawings, specifications or instructions for the use of the equipment, the Lessor shall be absolved and saved harmless from all responsibility for any loss or damage through the use of the said equipment, where such loss or damage is in any way attributable to deviations from the specifications, instructions, drawings or other engineering data provided by the Lessor or is in any way attributable to fault , insufficiency of or defect in materials, engineering, instructions or workmanship not supplied by the Lessor. **In all circumstances it is Lessee's responsibility to check the design, data, adequacy of the equipment, check the engineering property and strength of the equipment before use it for the project and Lessor will not be responsible for any claim, loss or damages. Lessee shall be responsible for the integration of the equipment into Lessee's shoring & formwork operation and shall be responsible for the setup, construction and stabilization thereof, including re-shoring. Lessor will not be responsible for any operation for re-shoring. Lessee should use the equipment with guidelines given by specific Shoring and Formwork code including all Occupational Health and Safety (OSHA), Workplace safety and Insurance Act (WSIB) and Ministry of Labor (MOL) regulations etc. of particular province of particular country.**
10. **SUBROGATION:** In the event of any loss or damage to the equipment, Lessor will have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and whatever else is necessary to secure such rights. Lessee will cooperate fully with the Lessor and or its insurers in the prosecution of those rights and will neither take or permit nor suffer any action to prejudice Lessor's rights with respect thereto
11. **WARRANTIES:** Lessor makes no warranties, either express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its fitness for a particular purpose, or that it is suited for the intended use of the Lessee. The Lessor bears no liability for the equipment rented to lessee under this agreement. This represents the entire agreement between the parties with respect to the equipment. It is lessee's responsibility to check and verify the equipment suitability for the project.
12. **CREDIT CARD:** If the Lessee uses a credit card imprint for the purpose of either a deposit, security deposit or for paying the amount due, then the Lessee hereby authorized the Lessor to charge that card number; its subsequent replacement, upon expiry or replacement card(s) (should they be issued) for any and all amounts due under this contract, without necessity of the credit card imprinting of the required signature. All overdue payment shall bear interest at the rate of 24% per annum, without prejudice to the Lessors rights.
13. **APPLICABLE LAW:** Any dispute arising out with this agreement shall be settled by arbitration by a single arbitrator in accordance with the provisions of the Arbitration act, 1991 (Ontario). Lessee bears the entire cost for the legal consequences under this agreement on behalf of Lessor.
14. **DELAY:** Lessor will make every effort to deliver the equipment as requested by Lessee and within a reasonable time. However, Lessor shall not be responsible for any damages due to late delivery of the equipment. Also Lessor shall not be responsible for any damages due to delivery of the equipment due to fires, act of God, labor disturbances, delays in transportation, accidents or any other cause whatsoever beyond Lessor's control.
15. **DELIVERY:** It is the Lessee's responsibility to count the material immediately after receiving within 2 days. After that it is considered to be the same as quantity shown on invoice.
16. **AGREEMENT:** This agreement is generated electronically and is valid without signature.