EQUIPMENT RENTAL LIABILITY WAIVER & RELEASE AGREEMENT

This **Equipment Rental Liability Waiver & Release Agreement** (“Agreement”) is entered into as of the date signed below by and between:

Rental Company:
Kelowna Equipment Rentals LTD.
587 Curtis Rd, Kelowna B.C.
(“Company”)

and

Renter:

Company and Renter may be referred to individually as a “Party” and collectively as the “Parties.”

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1. RENTAL OF EQUIPMENT

Renter has rented or will rent certain equipment, machinery, tools, and/or accessories (“Equipment”) from Company. Renter acknowledges that possession and control of the Equipment transfers to Renter upon delivery or pickup and remains with Renter until returned and accepted by Company. The rental period begins when the Equipment leaves Company’s yard or is delivered to the Renter and ends when the Equipment is returned to Company’s possession and inspected.

Partial rental periods may be charged as a **full rental period** at Company’s discretion.

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2. ASSUMPTION OF RISK

Renter understands and acknowledges that the possession, transportation, operation, loading, unloading, and use of the Equipment involves **inherent and significant risks**, including but not limited to serious bodily injury, death, and property damage. Renter voluntarily and knowingly **assumes all risks**, whether foreseeable or unforeseeable, known or unknown, associated with the Equipment, including risks arising from the negligence of the Company to the fullest extent permitted by law.

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3. RELEASE & WAIVER OF LIABILITY

In consideration for being permitted to rent and use the Equipment, Renter, on behalf of themselves and their heirs, executors, administrators, successors, and assigns, hereby **fully and forever releases, waives, discharges, and covenants not to sue** Company and its owners, officers, employees, agents, affiliates, successors, and assigns from **any and all claims, demands, causes of action, damages, losses, liabilities, or expenses**, including attorney fees, arising out of or related to the possession, transportation, operation, use, or return of the Equipment, **including**

claims arising from Company's negligence, to the fullest extent permitted by law.

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4. INDEMNIFICATION

Renter agrees to **indemnify, defend, and hold harmless** Company and its owners, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorney fees) arising out of or related to:

- Renter's possession, use, operation, or transportation of the Equipment
- Any breach of this Agreement
- Any injury, death, or property damage caused directly or indirectly by the Equipment
- Any violation of laws, regulations, or safety requirements

This obligation shall survive termination of this Agreement.

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5. EQUIPMENT CONDITION & INSPECTION

Renter acknowledges that they have inspected the Equipment or had the opportunity to inspect it and accepts the Equipment **"AS-IS, WHERE-IS"** and in good operating condition. Renter agrees to inspect the Equipment before each use and immediately cease use if any unsafe or defective condition is discovered.

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6. PROPER USE & OPERATION

Renter agrees to operate the Equipment only for its intended purpose, in a safe manner, and in compliance with all manufacturer instructions, industry standards, and applicable laws. Only trained and competent operators may use the Equipment.

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7. LOSS, THEFT, OR DAMAGE

Renter is responsible for all loss, theft, damage, or destruction, outside of normal wear and tear, of the Equipment from any cause while in Renter's possession or control. Including but not limited abuse, misuse, improper operation or environmental exposure. Renter agrees to pay Company the cost of repair or replacement at Company's discretion.

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8. INSURANCE

Renter agrees to maintain adequate insurance coverage, including liability and property damage coverage, sufficient to cover all risks associated with the Equipment. Proof of insurance shall be provided upon request.

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9. NO WARRANTIES

Company makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. The Equipment is provided **without warranty of any kind**.

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10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of **B.C.**, without regard to conflict of law principles.

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11. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, written or oral.

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13. HOURS OF USE / OVERTIME

Unless otherwise stated in writing, rental rates include the following maximum usage:

- **Daily:** up to 8 hours
- **Weekly:** up to 48 hours
- **Monthly:** up to 192 hours

Usage beyond included hours will be billed as **overtime** at Company's standard hourly rate.

Hour meter readings shall be used as the final authority for usage calculation.

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14. MINIMUM RENTAL

All rentals are subject to a **minimum rental charge**, regardless of actual usage time. Minimums may vary by Equipment type and availability.

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15. DELIVERY, PICKUP & TRANSPORT

Delivery, pickup, mobilization, demobilization, and transportation charges are **not included** in rental rates unless expressly stated. These charges will be billed separately.

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16. FUEL, CLEANING & CONSUMABLES

Rental rates do not include:

- Fuel
- Excessive wear of consumables
- Cleaning or detailing

Equipment must be returned in clean condition and with fuel levels equal to those at dispatch. **Refuelling** will be charged at **$15 flat rate plus 120%** of return days pump price. Cleaning fees will be charged on excessively dirty equipment at a rate o**f $60 per hour**.

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8. TAXES & FEES

Renter is responsible for all applicable taxes, levies, surcharges, environmental fees, and regulatory charges imposed on the rental or use of the Equipment, excluding the Company's income taxes.

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9. PAYMENT TERMS

Unless otherwise agreed in writing:

- Payment is due **upon return**
- Company may require a **credit card authorization or pre-authorization hold**
- Company reserves the right to suspend rentals for non-payment

  Late payments may be subject to interest at 2% per month (24% Per Annum)

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13. CREDIT CARD DAMAGE & CHARGE AUTHORIZATION

Renter hereby authorizes ("Company") to charge the credit card provided below for **any and all amounts due** arising from or related to this rental, including but not limited to:

- Damage to the Equipment beyond normal wear and tear
- Loss or theft of Equipment or accessories
- Cleaning fees
- Missing parts, attachments, keys, or manuals
- Refuelling or fluid replacement charges
- Repairs, labor, and parts
- Transportation, recovery, or retrieval costs
- Late fees or additional rental charges
- Administrative or inspection fees

Renter agrees that this authorization applies **without additional notice** and may be used **after the Equipment is returned**, once damages or costs are identified. Renter understands that damage assessments may require inspection, teardown, or third-party repair estimates and agrees that charges may be processed once costs are reasonably determined.

Renter further agrees that Company's inspection findings, service records, and repair invoices shall constitute **prima facie evidence** of damage and costs incurred.

This authorization shall remain valid until all amounts owed under this Agreement are paid in full and **shall survive the termination or completion of the rental**.

ACKNOWLEDGEMENT & SIGNATURES

Equipment Rented: _____

Rental Start Date: _____

Expected Return Date: _____

Renter Name (Printed): _____

Renter Signature: _____

Renter email: _____

Renter phone: _____

Date: _____

Company Representative Name: _____

Company Signature: _____

Date: _____