

In consideration of the rental of the Equipment referred to on this Rental Contract (the Equipment) Firefly Rentals Ltd. (the Owner) and the Customer agree as follows:

1. **Inspection:** The Customer has inspected the Equipment and finds it in good working order and suitable for the purposes for which they intend to use it. The Customer fully understands the safe and proper operation of the Equipment.
2. **Competency:** The Customer, by operating the equipment, agrees that they or their designate are competent in the proper operation and care of the equipment. Claims of ignorance or inexperience in the event of damage, do not discharge the Customer of the responsibility to repair.
3. **Authority:** If representing a Company, the Company Representative and the Company agree that the Company Representative has the authority to enter into contract on behalf of the Company named in the agreement, and both will be jointly and severally liable for all liabilities included in the agreement.
4. **Rental Period:** Rental period is calculated from the time the equipment leaves the Owner's site to the time the equipment is returned. Minimum rental charge is 24 hours, next 24 hour increment charged every 24 hours; 7 day or 28 day rates charged when it is least cost. Rental rates reset to 24 hour rates at the expiration of a 7 day or 28 day rate. Rental is based on the following number of engine hours: 24 hour is 8 hours, 7 days is 40 hours, 28 day is 160 hours, overages calculated at 1/16 the 24 hour rate per engine hour. Unused days cannot be carried forward. If the equipment is damaged by the Customer, rental charges continue until the equipment is repaired in full. The Owner will make all reasonable efforts to minimize the amount of time required to repair the Equipment. Overtime charges may apply to pick up or return outside normal business hours. Equipment left unattended is the responsibility of the Customer and remains on rent until the next regular business hours.
5. **Call-out:** Call outs are charged at a rate of \$120.00/hour, \$180.00 being the minimum charge. Call out charges will be waived if, in the opinion of the Owner, the repair was due to normal or unanticipated repairs that the equipment required.
6. **Fuel:** Engine powered equipment is to be returned full of fuel. Fuel is charged at \$3.00/liter, unless otherwise stated. Any damage resulting from improper fuel, fuel not stored properly or poor quality fuel will be repaired at customer's expense.
7. **Maintenance:** The Owner will provide regular service and maintenance of the Equipment. The Customer will ensure that the Equipment is treated with care and is not abused or neglected, this includes daily lubrication and maintaining proper fluid levels. At the end of the rental period the Customer will return the Equipment to Firefly Rentals (the Owner) in a good state of repair and good operating condition excepting for reasonable wear. The Customer agrees to pay all costs to repair the Equipment to it's original condition, and if repair is not possible to replace the Equipment with an equivalent. In the event the equipment is less than one (1) year old, replacement cost will be considered new replacement value. In the event of any damage to the equipment from exceeding the manufacturers maximum weight rating, repair will not be attempted, the equipment will be replaced with new at the Customer's expense, regardless of the age of the Equipment rented.
8. **Malfunction:** The Customer will promptly notify the Owner in the event of any problem with or malfunction of the Equipment. The Customer agrees to cease operation of the Equipment until proper working condition has been restored. The Rental Period is stopped when the Owner is notified and commences when the Equipment is repaired.
9. **Tires:** Tires damaged by the Customer must be declared on return, and will be properly patched or replaced by the Customer. Any tires that cannot be properly repaired will be replaced with new at the Customer's expense.
10. **Right to Enter:** The Owner shall have the right at any time to enter upon the lands on which the Equipment is located and inspect the Equipment.
11. **Insurance:** The Customer shall obtain a policy of insurance satisfactory to the Owner to protect the Owner and the Customer from any claim against the Owner and/ or the Customer from liability for bodily injury including death or property damage arising from the use of the Equipment. The Customer is responsible to carry insurance for the full value of the equipment for the duration of the Rental Contract and, in the event of a complete loss, the loss of revenue while the Equipment is being replaced. The contract must state loss payable to Firefly Rentals Ltd. The Customer must have coverage for Non-Owned Automobile in order to tow licensed equipment on public roadways.
12. **Indemnity:** The Customer shall indemnify and save harmless the Owner against any and all claims against the Owner arising from the Customer's use of the Equipment. This indemnity shall be effective whether or not the Customer has obtained insurance coverage.
13. **Liability:** The Owner shall not be liable for any direct or indirect loss or damage suffered by the Customer or any other person arising from any failure of the Equipment or from its lack of suitability for the work the Equipment may be required to perform. The Owner shall not be liable for any damage to the Customer's property caused by the use or loading and unloading of equipment.
14. **Termination:** The rental of the Equipment shall be terminated in the event the Customer fails to make any payment to the Owner when due or in the absolute opinion of the Owner the Equipment is not being treated or used properly by the Customer. In such case the Owner shall be entitled to immediately remove the Equipment without becoming liable for trespass and to recover all rentals due and full damages for any damage to the Equipment as well as all expenses incurred in removing the Equipment.
15. **Sublet:** The Customer shall not sublet or assign this Agreement or permit any other person to take possession of the Equipment for any reason whatsoever. The ownership and title to the Equipment is and shall always remain with the Owner. The Customer shall not permit any charge or lien to be placed by any person on the Equipment or give any security interest in the Equipment to any person. The Customer shall be liable to the Owner for all costs incurred by the Owner in connection with removing any charge or lien or security interest placed by any person arising from the Customer's possession and use of the Equipment or in connection with recovery of the possession of the Equipment by the Owner from any person taking possession of the Equipment from the Customer.
16. **Transport:** When transporting the Equipment, the Customer is responsible to ensure that the tow vehicle has sufficient capacity and is in good working condition, is properly insured for the value of the cargo, is licensed for a sufficient amount of weight that equals or exceeds the gross combined weight of tow vehicle, trailer and equipment, and, if applicable has a working brake controller. It is the responsibility of the Customer to ensure that the operator of the tow vehicle maintains a valid drivers license of the appropriate class. It is the responsibility of the Customer to abide by all regulations and weight restrictions on the roads being traveled. It is the responsibility of the Customer to ensure all lights and brakes are in good working condition before entering public roadways. It is the responsibility of the Customer to ensure that cargo is properly secured with rigging that is in good working condition.
17. **Future Transactions:** This agreement is enforceable for all subsequent rental transactions between the Owner and the Customer from the date that is entered on the rental ticket. This agreement will remain in effect until terminated in writing by either party.
18. **Credit Card:** The Customer agrees that Firefly Rentals can charge any and all outstanding amounts from this Rental Contract to The Customer's credit card contained on this agreement.
19. **Late Payment:** Interest charged at the rate of 2.0% per month compounding (27% annually) on any amounts left outstanding after 30 days from invoice date. The Customer agrees to be liable for all costs in collecting amounts outstanding.