

# EQUIPMENT RENTAL AGREEMENT

B E T W E E N:

**City Electric Supply Corporation**  
(the "Lessor")

- and -

\_\_\_\_\_  
(the "Lessee")

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor and the Lessee agree that the Lessee will lease the Leased Equipment from the Lessor upon the following terms and conditions,

## Definitions

1. The following terms when used in this Agreement will have the following meanings:

"Agreement"	this Equipment Rental Agreement between the Lessor and the Lessee
"Replacement Value"	the Lessor's cost to replace the Leased Equipment;
"Leased Equipment"	the Leased Equipment listed in Schedule "A", consisting of each part in Schedule "A" that is initialed by the Lessee
"Rent"	the daily rental payments to be paid by the Lessee to the Lessor for the lease of the Leased Equipment, excluding all applicable taxes
"Total Loss"	any loss or damage to the Leased Equipment that in the sole discretion of the Lessee is not repairable

## Term

2. The Lessee agrees to lease the Leased Equipment from the Lessor, on the terms and conditions of this Agreement, and pay the Lease Payments at the rate of \$\_\_\_\_\_ per day plus applicable taxes, from the date of \_\_\_\_\_, being the date the Lessee receives the Leased Equipment, until the Lessee returns the Leased Equipment to the Lessor.

## Rent

3. The Lessee shall pay all Lease Payments to the Lessor plus all applicable taxes on the Lease Payments when due. **Reference Lessor Invoice #:** \_\_\_\_\_.

4. The Lease Payments are net to the Lessor. The Lessee shall pay all sales, use, and excise taxes and all applicable fees, fines, penalties and similar charges (together referred to as "Charges")

imposed on the ownership, possession or use of the Leased Equipment during the term of this Agreement.

5. If the Lessee fails to pay any Charges and the Lessor, on behalf of the Lessee, pays such Charges, the Lessee shall pay the Lessor for such Charges plus a 15% administration charge immediately upon the Lessee's receipt of the Lessor's invoice for such amounts.

### **Use of Leased Equipment**

6. The Lessee shall use the Leased Equipment for its designed purpose in a good and careful manner as would a prudent owner. The Lessee shall maintain and keep the Leased Equipment in good condition and proper working order and comply with all manufacturer requirements. The Lessee shall use the Leased Equipment in compliance with all applicable laws.

7. The Lessee shall use the Leased Equipment for the purpose for which it was designed and not for any other purpose. The Lessee shall not alter the Leased Equipment without Lessor's prior written consent. At the end of the Term, or earlier termination of this Agreement, the Lessee shall return the Leased Equipment to the Lessor in the same condition that it received it from the Lessor.

8. The Lessee shall comply with all laws and regulations relating to the possession, use and/or maintenance of the Leased Equipment, and indemnify and hold the Lessor harmless from and against all actual or claimed violations of such laws and regulations.

### **Warranties**

9. The Lessor agrees to provide the Leased Equipment to the Lessee in good working order and condition. The Lessee shall notify the Lessor in writing within forty-eight (48) hours of Lessee's receipt of the Leased Equipment of any deficiency or damage to the Leased Equipment ("Deficiency Notice").

10. If the Lessee does not provide a Deficiency Notice to the Lessor, the Leased Equipment shall be deemed to be provided in good working condition. If the Lessor receives a Deficiency Notice, the Lessor shall inspect the Leased Equipment and if it is in disrepair, the Lessor, at its option, will either repair or replace the Leased Equipment.

11. The Lessor's sole responsibility and the Lessee's sole remedy, including for any claims against the Lessor for breach of contract, negligence, or otherwise, that in any way arises from and/or is related to the Leased Equipment and the Lessor's obligations under this Agreement is limited to the repair or replacement of the Leased Equipment in accordance with the terms of this Agreement. The Lessor shall not be liable for any other expense, loss or damage, whether direct, indirect, special, incidental, or consequential, including but not limited to loss of profits, production, materials, product, increased cost of operation, spoilage of material, personal injury or death, that in any way arises from and/or is related to the Leased Equipment and the Lessor's obligations under this Agreement.

12. Except as expressly provided in this Agreement, the Lessor excludes all other warranties including, to the full extent permitted by law, all express, implied and/or statutory warranties, and all warranties as to the Leased Equipment's quality and fitness for any use or purpose.

### **Loss, Damage and Insurance**

13. The Lessee shall maintain sufficient insurance to cover the Leased Equipment from damage, loss, theft or destruction (together referred to as "Equipment Loss"). On request from the Lessor, the Lessee shall provide proof of insurance to the Lessor.

14. The Lessee shall be responsible for all risks of Equipment Loss.

15. In the event of Total Loss of the Leased Equipment, the Lessee shall pay the balance of the Lease Payments payable for the balance of the Term and shall pay the Replacement Value to the Lessor and upon the Lessor's receipt of those payments, the Lessor shall transfer ownership of the Leased Equipment to the Lessee.

### **Ownership, Right to Lease and Quiet Enjoyment**

16. The Leased Equipment is the property of the Lessor. The Lessee shall acquire no right, title or interest in or to the Leased Equipment, other than the right to the possession and use of the Leased Equipment in accordance with the terms of this Agreement.

17. The Lessor warrants that the Lessor has the right to lease the Leased Equipment to the Lessee and that so long as no Event of Default occurs, the Lessor will not disturb the Lessee's quiet and peaceful possession and use of the Leased Equipment.

18. The Lessee shall not encumber the Leased Equipment in any manner, including but not limited to the pledging of the Leased Equipment as security to a third party.

19. The Lessor may register a notice of security interest in the Leased Equipment under the *Personal Property Security Act (Ontario)* or equivalent legislation in the Province where the Leased Equipment is located. The Lessee shall provide all information and sign all documents that are reasonably required by the Lessor to register its notice of security interest.

### **Indemnity**

20. The Lessee shall indemnify and hold the Lessor, its employees and agents harmless from and against all claims, actions and liabilities for death, injury to persons, or damage to property and/or all other claims whatsoever arising from or in any way related to the Lessee's possession and use of the Leased Equipment and for all resulting costs and expenses of the Lessor including all legal fees, costs, disbursements on a full indemnity basis.

### **Default**

21. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default"):

- a) The failure of the Lessee to pay any Lease Payment or other amount payable to the Lessor under this Agreement when such amount is due;
- b) The failure of the Lessee to perform or observe any other term or condition under this Agreement, which failure continues for a period of five (5) days after written notice of the default is provided by the Lessor;
- c) The Lessee becomes insolvent or bankrupt, makes an assignment for the benefit of its creditors, consents to the appointment of a trustee or receiver, a trustee or receiver is appointed for the Lessee or for a substantial part of the Lessee's property without the Lessee's consent and/or any other bankruptcy, reorganization or insolvency proceedings are instituted by or against the Lessee; and/or
- d) If a writ, execution, lien, attachment or similar process is issued or levied against the Leased Equipment.

### **Remedies**

22. Upon the happening of an Event of Default, the Lessor, in its absolute discretion, may:
- a) enter upon the premises where the Leased Equipment is located and take immediate possession of and remove the Leased Equipment, without liability to the Lessor by reason of such entry or taking of possession, whether for damage to property or otherwise; and/or
  - b) terminate this Agreement and by written notice to the Lessee, specifying a payment date not earlier than five (5) days from the date of such notice, require the Lessee to pay to the Lessor on the specified payment date, the total of:
    - i) the remaining Lease Payments for the balance of the Term;
    - ii) any other amounts due under the terms of this Agreement that are unpaid by the Lessee;
    - iii) the cost to repair any damage or disrepair to the Leased Equipment; and
    - iv) if the Leased Equipment is a Total Loss, the Replacement Value.
23. If the Lessor takes possession of the Leased Equipment and sells it to a third party, the Lessor shall refund any portion of the Replacement Value that is recovered by the Lessor through that sale of the Leased Equipment.
24. The Lessee shall pay a late charge to the Lessor, at the rate of 24% per year, on all overdue amounts payable to the Lessor.
25. If the Lessee fails to pay any amount payable to a government authority or other third party that it is required to pay pursuant to this Agreement, and the Lessor, on behalf of the Lessee, pays

such amount, the Lessee shall pay to the Lessor such amount plus a 15% administration charge immediately upon the Lessee's receipt of the Lessor's invoice for such amounts.

26. The Lessee shall pay all enforcement costs incurred by the Lessor as a result of an Event of Default including all lawyer's fees and disbursements on a full indemnity basis.

**Entire Agreement**

27. This Agreement constitutes the entire agreement between the Lessor and the Lessee. There are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to the agreement between the Lessor and the Lessee except as expressly set out in this Agreement. This Agreement may not be amended except by subsequent written agreement duly executed by the Lessor and the Lessee.

**Notices**

28. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered mail, courier or email, to the following addresses:

To Lessor:

Address: **City Electric Supply Corporation  
10 Perdue Court, Unit 6  
Caledon, Ontario L7C 3M6**  
Email: **finance@cityelectricsupply.com**

To Lessee:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Email: \_\_\_\_\_

If there any changes of address or email address, written notice with the updated address shall be provided.

Notices shall be considered as having been received by the addressee on the date of delivery if delivered by personal delivery or electronic mail, or if delivered by registered mail, five business days after the date of mailing or if delivered by courier, two business days after the notice is given to the courier for delivery.

**Governing Law**

29. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

**Severability**

30. If any provision of this Agreement is illegal, unenforceable or invalid, it shall be considered separate and severable from the balance of the provisions of this Agreement as though such provision had not been included in this Agreement. The balance of the provisions of this Agreement shall remain in full force and effect.

**General Terms**

31. This Agreement shall continue to the benefit of and bind the Lessor and the Lessee and their respective successors, assigns and legal representatives.

32. This Agreement may be executed in separate counterparts and delivered by electronic transmission, by facsimile or electronic mail transmission. All executed copies delivered by electronic transmission shall be deemed to be an original document. All executed counterparts shall together constitute one document.

***NOTICE TO THE LESSEE:*** *This is a Lease. You are not buying the Leased Equipment. Do not sign this Agreement before you read it. You are entitled to a copy of this Agreement when you sign it.*

Date: \_\_\_\_\_

**City Electric Supply Corporation**  
Per:

\_\_\_\_\_

Name:  
I have authority to bind the Corporation

Date: \_\_\_\_\_

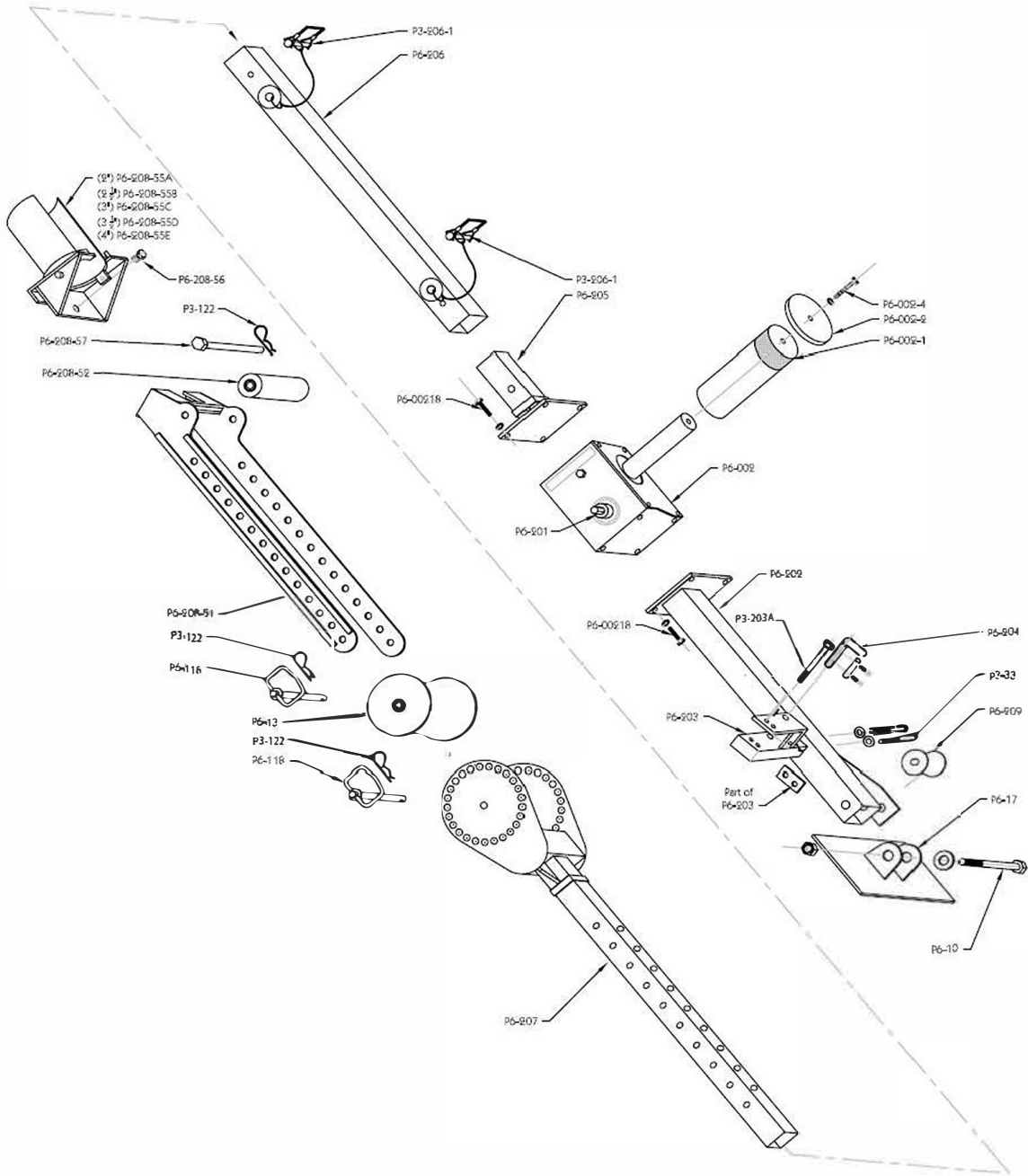
Per:

\_\_\_\_\_





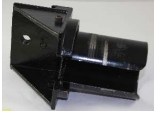





Name:  
I have authority to bind the Corporation

# Schedule "A"

## MAXIS 6K CABLE PULLER



Initials: \_\_\_\_\_




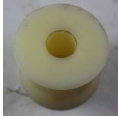



Product Image	Stock No.	Model	Availability	Description	UPC
		Milwaukee Super Hawg Serial #:			
	56:83:34:01	P6-208-55A-E	Stock	Conduit Adaptors (2" - 4")	0-32886-85868-0
	56:83:35:01	P6-208-55A	Stock	Conduit Adaptor (2")	0-32886-85869-7
	56:83:36:01	P6-208-55B	Stock	Conduit Adaptor (2 1/2")	0-32886-85870-3
	56:83:38:01	P6-208-55C	Stock	Conduit Adaptor (3")	0-32886-85871-0
	56:83:39:01	P6-208-55D	Stock	Conduit Adaptor (3 1/2")	0-32886-85872-7
	56:83:40:01	P6-208-55E	Stock	Conduit Adaptor (4")	0-32886-85873-4
	56:82:92:01	P6-208-55F	Stock	Conduit Adaptor (5") Not included w/ puller.	0-32886-85791-1
	56:82:93:01	P6-208-55G	Stock	Conduit Adaptor (6") Not included w/ puller.	0-32886-85792-8
	57:43:28:01	P6-208-56	Stock	5/8" Adaptor Bolt	0-32886-88032-2
	57:43:29:01	P6-208-52	Stock	Front Roller	0-32886-88037-7
	57:43:30:01	P6-208-57	Stock	Front Roller Pin	0-32886-88024-7
	56:83:42:01	P6-208-51	Stock	Front Extension	0-32886-85875-8

Initials: \_\_\_\_\_










Product Image	Stock No.	Model	Availability	Description	UPC
	56:83:27:01	P3-122	Stock	Clevis Pin (3/8" x 1-3/4")	0-32886-85862-8
	56:83:41:01	P6-118	Stock	Hitch Pin	0-32886-85874-1
	56:83:43:01	P6-13	Stock	Main Roller	0-32886-85876-5
	56:83:44:01	P6-207	Stock	Adjustable Leg	0-32886-85877-2
	56:83:46:01	P6-206	Stock	Main Frame Sleeve	0-32886-85878-9
	57:43:31:01	P6-205	Stock	Top Gear Box Mount	0-32886-88043-8
	56:83:47:01	P6-002	Stock	Gear Box	0-32886-85879-6
	57:43:32:01	P6-002-1	Stock	Capstan Roller	0-32886-88025-4
	57:43:22:01	P3-002-2	Stock	Capstan End (same for 3K & 6K)	0-32886-88039-1
	57:91:44:01	P6-002-4	Stock	Capstan Bolt 3/8"-16 thread x 2" long Left Hand Tread	0-32886-89109-0
	McMaster Part 92147A031			Capstan Bolt Split Lock Washer	
	56:83:49:01	P6-202	Stock	Bottom Gear Box Mount	0-32886-85881-9
	57:43:34:01	P6-203	Stock	Drill Mount Bracket	0-32886-88033-9

Initials: \_\_\_\_\_

Product Image	Stock No.	Model	Availability	Description	UPC
	57:91:47:01	P6-45	Stock	Drill Mount Pin (PI6K Only)	0-32886-89112-0
	57:43:23:01	P3-204	Stock	Switch Lever (w/Bumper & Screws)	0-32886-88040-7
	57:91:41:01	P3-34	Stock	5/16" Washer	0-32886-89106-9
	57:91:42:01	P3-33	Stock	5/16"x 3" Bolt	0-32886-89107-6
	57:54:17:01	P6-10	Stock	Base Plate Bolt	0-32886-88026-1
	57:54:18:01	P6-209	Stock	Base Plate Roller (2")	0-32886-88031-5
	56:83:26:01	P3-206-1	Stock	Lanyard Pin	0-32886-85861-1
	57:43:36:01	P6-17	Stock	Base Plate	0-32886-88034-6
	56:83:25:01	P6-201	Stock	Chuck Adaptor & Roll Pin	0-32886-85860-4

Initials: \_\_\_\_\_

Product Image	Stock No.	Model	Availability	Description	UPC
	58305601	SPR-963	Stock	ROPE, QWIK 9/16IN X 300FT SPR-963	32886907579
	57178001	MS158	Stock	SWIVEL, PULLING #MS158 1 5/8"	32886873805
	n/a must request	n/a must request	Upon request	Branded Rubbermaid Storage bin for cord/rope	N/A
	2588SWCA02	2588SWCA02	Stock	EXTCORD, 12/3 SJTW 50' YELLOW LE SW	
	64237801	QJ-01	Stock	REEL STAND, QWIKJAX QJ-01 <i>does not come in pairs. Must order 2 if needed</i>	32886982743
	59158901	SFB-01	Stock	SOUTHWIRE LARGE FEEDER BLANKET	32886947919
	78022901	SA61	Stock	REEL MAC SPINDLE, NO. 61 (62")	

Initials: \_\_\_\_\_