



## Amaco Equipment

**5804 Datsun Road • Mississauga, ON L4W 1H2**

**(905) 670-3440 • Fax: (905) 670-3446**

**www.amacocei.com**

**Ship To:** P C PUBLIC WORKS  
1 KILLALY STREET W  
PORT COLBORNE  
ONTARIO L3K 6H1  
JOB SITE: PORT COLBORNE

**Invoice To:** PORT COLBORNE  
1 KILLALY STREET WEST  
PORT COLBORNE ON L3K 6H1

Attention: TIM ANDERSON

Branch			
01 - AMACO			
Date	Time		Page
09/30/2021	15:27:16 (O)		1
Account No.	Phone No.	Contract No.	
PORTC001	9058355079		
Ship Via		Purchase Order	
		2021-34	
		Salesperson	
		JAR	

# RENTAL CONTRACT

Description	HELD CONTRACT #: 000425	Amount
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DID YOU KNOW AMACO HAS A COMPLETE FACTORY TRAINED SERVICE DEPARTMENT?  
CALL US TODAY FOR IN-HOUSE OR FIELD SERVICE WORK.  
WE RE INTERESTED IN KEEPING YOU UP AND RUNNING.  
THANK YOU FOR THE RENTAL!

```

MU   CX 75                CX 75 MULTI PURPOSE
  Stock #: 000633        Serial #: UN9CX23K1JDO15284
  Date Out: 11/15/2021 12:12    Expected return date: 04/15/2026 12:07
  Machine hours out: 237
  Rates:   684.00/DAY          2050.00/WEEK          4799.93/MONTH

```

ME	SB50-1	BOX SNOW BLOWER 50"
Stock #:	000783	Serial #: 139
Date Out:	11/15/2021 12:12	Expected return date: 04/15/2026 12:07
Rates:	684.00/DAY	2050.00/WEEK .01/MONTH

```
ME   FVP55-1           55" FOLDING V-PLow
Stock #: 000784        Serial #: 002
Date Out: 11/15/2021 12:12   Expected return date: 04/15/2026 12:07
Machine hours out: 106
Rates:   684.00/DAY        2050.00/WEEK        .01/MONTH
```

```
ME   DS44-4           1/3 CU YD Drop Sande
Stock #: 000785      Serial #: 004
Date Out: 11/15/2021 12:13   Expected return date: 04/15/2026 12:07
Machine hours out: 106
Rates:   684.00/DAY       2050.00/WEEK       .01/MONTH
```

```
ME   DB75-1           1/2 CUBIC YARD DUMP
Stock #: 000786       Serial #: 006
Date Out: 11/15/2021 12:13   Expected return date: 04/15/2026 12:07
Machine hours out: 107
```

**CONTINUED OVER - TO BE SIGNED ON BACK**

## GENERAL CONDITIONS

**1. THE RENTAL PERIOD:** The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier for transit to the Customer, and upon return of the equipment including the date of legal delivery by such carrier to the Supplier, or if no public carrier is used, shall include the date upon which transit to the Customer begins and the date upon which transit from the Customer ends at the Supplier's unloading point; providing, however, that when the equipment moves from one Customer to another the rental period of the first shall not overlap that of the second.

**2. CALCULATION OF RENTAL CHARGES:** (a) MONTHLY RENTAL RATES are for a minimum period of one month, computed from the date of commencement of the rental period up to but not including the same date in the next calendar month, and shall apply when the number of hours the equipment is operated in any one month does not exceed 200 (two hundred) hours.  
(b) WEEKLY RENTAL RATES are for a minimum period of one week, from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 50 (fifty) hours.  
(c) DAILY RENTAL RATES are for a consecutive period of twenty four hours or less in which the number of hours the equipment is operated shall not exceed 10 (ten) hours.  
(d) OVERTIME CHARGES. Where equipment is operated in excess of the above stated hourly maxima, such excess shall be charged at 1/200<sup>th</sup> of the monthly rate for each hour in excess of 200 worked in any 30 consecutive day period; 1/50<sup>th</sup> of the weekly rate for each hour in excess of 50 worked in any one weekly period; 1/8<sup>th</sup> of the daily rate for each hour worked in excess of 10 hours in any one day.  
(e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.  
(f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Customer returns the equipment to the Supplier before the expiration of such Guaranteed Rental Period.

**3. PAYMENT:** Rentals payable under this Agreement shall be paid monthly when the rental is at a monthly rate, otherwise weekly, and in either case same shall be payable in advance at the address of the Supplier. The rental is payable before delivery of the equipment to the Customer or his (its) agent or carrier and on succeeding monthly or weekly dates thereafter running from the date of delivery. Rental fees are due in advance at the beginning of each term with no exception. Failure to comply will void this rental contract.

Overdue payments shall bear interest as provided in the Special Conditions of this Agreement, but the acceptance of this interest shall not be a waiver of the Supplier's right hereinafter stipulated to terminate this Agreement.

**4. LOADING, UNLOADING AND TRANSPORTATION:** The Supplier, at its own expense, shall load the equipment for transit to the Customer and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point.

The Customer, at his (its) own expense, shall do all other unloading, installing, dismantling and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points.

The Customer shall pay all transportation charges from and to the Supplier's shipping and receiving points.

If shipping instructions are not furnished by the Customer, the Supplier may ship the equipment in accordance with its own judgment.

**5. MAINTENANCE, OPERATION AND REPAIRS:** The Customer declares that he or its employees understand the operation of the equipment. The Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the equipment and its appurtenances in good repair and operating condition. It is the responsibility of the customer to return the unit in clean condition.

Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of this rental pay the cost of:

(a) all fuel, oil, and lubricants required to operate the equipment.

(b) all repairs, and replacement parts including labour charges, required to be made to the equipment in order to keep it in good repair and running order.

**6. (a) RUBBER-TIRED MACHINERY:** Tire wear and cost of repairs of cuts and punctures is to the Customer's account and shall be payable to the Supplier on demand.

Tire wear shall be determined by the percentage of wear incurred during the rental period as fixed by independent appraisal to be obtained promptly by the Supplier following termination of the rental period.

**(b) CRAWLER/TRACK TYPE EQUIPMENT:** Track wear in excess of 3% per month, on average, during the rental period shall be payable by the Customer to the Supplier on demand, at the end of the rental period.

**(c) BUCKET WEAR AND BUCKET REPAIRS:** Bucket wear and the cost of repairs to return the bucket to its original condition at the beginning of the rental period shall be payable by the Customer to the Supplier, on demand, at the end of the rental period.

**(d) ALL WEAR PARTS:** ie. jaw dies, impact bars, chute and wear plates shall be pro-rated for wear within the rental period and invoiced to customer for payment within 30-days.

**7. DAMAGE TO EQUIPMENT:** The Customer agrees to indemnify the Supplier against all loss and damage to the equipment hereby obtained, during the rental period, based on the value of such equipment stated in the Details or Equipment. The Supplier shall give notice to the Customer as soon as possible of any claim of the Supplier under this paragraph.

**8. LIABILITY OF THE CUSTOMER:** The Customer shall indemnify the Supplier against all loss, expenses, penalties, damages, condemnations, and law costs which the Supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the equipment by or whilst in the hands of the Customer or the latter's employees, agents or carriers.

**9. LIABILITY OF THE SUPPLIER:** The liability of the Supplier is limited to its express obligation to deliver the equipment in good condition and working order and the Supplier shall not be liable for any direct or indirect loss or damage of the Customer arising from any subsequent failure of the equipment or from its lack of suitability for the work it may be required to perform.

**10. INSPECTION:** Before the equipment is loaded for transit to the Customer, the Customer may require an inspection thereof made by a competent authority, and if the equipment is proven not to be substantially in the condition required by this Agreement, the cost of the inspection shall be paid by the Supplier.

If the Customer fails to have such an inspection made, the equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the Customer or his agent.

The Supplier shall have the right at any time to enter upon the premises or place where the equipment is located and shall be given free access thereto and afforded all necessary facilities for the purposes of inspecting the equipment.

Upon return of the equipment, the Supplier will, at the Customer's expense (payable on demand), complete a Return inspection, an oil change, necessary filter changes and lubrication.

**11. TITLE:** Title to the equipment shall at all times remain in the Supplier and nothing contained in this Agreement shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the equipment, other than that of a Lessee with an option to purchase.

The Customer shall give the Supplier immediate notice in case any of the equipment is levied upon, or from any cause becomes liable to seizure.

**12. TERMINATION OF AGREEMENT:** Should the Customer fail to make any payment when it becomes due, or become bankrupt, or overload the equipment or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by the Agreement, or violate any other provisions hereof, the Supplier may in its option terminate this Agreement without notice to the Customer, re-take possession of the equipment without becoming liable for trespass, and recover all rentals due and full damages for any injury to, and all expenses incurred in retaking possession of the equipment.

**13. INSURANCE:** The Customer shall at his (its) own expense provide insurance in the name of the Supplier and Customer in an amount satisfactory to the Supplier (including a loss-payable endorsement) against liability for bodily injuries including death and or property damage arising from all use of the equipment and to protect the Supplier against all loss or of damage to the equipment to the value stated in the Details of Equipment. Insurance shall be in effect from delivery date to date of redelivery to the Supplier. Proof of Insurance shall be delivered to the supplier prior to delivery date and on all renewal dates.

**14. BOND:** If requested by the Supplier, the Customer at his (its) own expense, shall furnish a bond in form satisfactory to the Supplier in the amount of the value of the equipment as shown in the Details of Equipment to insure fulfillment of the Agreement.

**15. SUB-LETTING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his (its) rights under this Agreement or in or to any of the equipment hereby rented without the written consent of the Supplier previously obtained, but the Supplier shall be entitled to assign his (its) rights hereunder or in and to any of the equipment hereby rented subject to the observance by the assignee of all the obligations of the Supplier hereunder.

**16. ARBITRATION:** Should any dispute arise between the parties on any matter arising out of this Agreement it shall be referred to a single arbitrator. If the parties fail to agree on the section of the arbitrator, each party shall forthwith appoint his own arbitrator and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by a Judge of the Supreme Court or of a Superior Court of the Province in which the Supplier is domiciled on application or either party.

**17. NOTICE:** Any notice to be given by one party hereto to the other shall be in writing and mailed by prepaid registered post to the other party at the address shown in this Agreement, and such notice shall be deemed to have been received by the addressee on the juridical day next following that on which same has been so mailed.

**18. LIENS:** The Customer shall not at any time suffer of permit any charge or lien, whether possessively or otherwise, to exist against the equipment, and shall keep the equipment free of all taxes (including Municipal Taxes whether assessed in the name of the Supplier or Customer) liens and encumbrances. If the Customer fails after demand of the Supplier, to pay off any such lien charge or encumbrance, the Supplier may pay the same and recover the amount of any such payment, with interest at 18% per annum from the Customer on demand.

**19.** If the customer is a corporation it agrees that the Limitation of Civil Rights Act of the Province of Saskatchewan and Sections 14, 14A, 14B, and 14C of The Conditional Sales Act of the Province of British Columbia and Section 19 of The Conditional Sales Act of the Province of Alberta shall have no application whatsoever to this agreement and all protection extended thereby is hereby waived.

**20. TAX POSITION:** The Supplier makes no representation to the Customer as to the manner in which rents paid under this Agreement will be treated in calculating the Customer's Income Tax.

The Supplier and Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

Supplier: Amaco Construction Equipment Inc.

Witness: \_\_\_\_\_

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

Customer: \_\_\_\_\_

Witness: \_\_\_\_\_

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



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**(c) BUCKET WEAR AND BUCKET REPAIRS:** Bucket wear and the cost of repairs to return the bucket to its original condition at the beginning of the rental period shall be payable by the Customer to the Supplier, on demand, at the end of the rental period.

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**9. LIABILITY OF THE SUPPLIER:** The liability of the Supplier is limited to its express obligation to deliver the equipment in good condition and working order and the Supplier shall not be liable for any direct or indirect loss or damage of the Customer arising from any subsequent failure of the equipment or from its lack of suitability for the work it may be required to perform.

**10. INSPECTION:** Before the equipment is loaded for transit to the Customer, the Customer may require an inspection thereof made by a competent authority, and if the equipment is proven not to be substantially in the condition required by this Agreement, the cost of the inspection shall be paid by the Supplier.

If the Customer fails to have such an inspection made, the equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the Customer or his agent.

The Supplier shall have the right at any time to enter upon the premises or place where the equipment is located and shall be given free access thereto and afforded all necessary facilities for the purposes of inspecting the equipment.

Upon return of the equipment, the Supplier will, at the Customer's expense (payable on demand), complete a Return inspection, an oil change, necessary filter changes and lubrication.

**11. TITLE:** Title to the equipment shall at all times remain in the Supplier and nothing contained in this Agreement shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the equipment, other than that of a Lessee with an option to purchase.

The Customer shall give the Supplier immediate notice in case any of the equipment is levied upon, or from any cause becomes liable to seizure.

**12. TERMINATION OF AGREEMENT:** Should the Customer fail to make any payment when it becomes due, or become bankrupt, or overload the equipment or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by the Agreement, or violate any other provisions hereof, the Supplier may in its option terminate this Agreement without notice to the Customer, re-take possession of the equipment without becoming liable for trespass, and recover all rentals due and full damages for any injury to, and all expenses incurred in retaking possession of the equipment.

**13. INSURANCE:** The Customer shall at his (its) own expense provide insurance in the name of the Supplier and Customer in an amount satisfactory to the Supplier (including a loss-payable endorsement) against liability for bodily injuries including death and or property damage arising from all use of the equipment and to protect the Supplier against all loss or of damage to the equipment to the value stated in the Details of Equipment. Insurance shall be in effect from delivery date to date of redelivery to the Supplier. Proof of Insurance shall be delivered to the supplier prior to delivery date and on all renewal dates.

**14. BOND:** If requested by the Supplier, the Customer at his (its) own expense, shall furnish a bond in form satisfactory to the Supplier in the amount of the value of the equipment as shown in the Details of Equipment to insure fulfillment of the Agreement.

**15. SUB-LETTING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his (its) rights under this Agreement or in or to any of the equipment hereby rented without the written consent of the Supplier previously obtained, but the Supplier shall be entitled to assign his (its) rights hereunder or in and to any of the equipment hereby rented subject to the observance by the assignee of all the obligations of the Supplier hereunder.

**16. ARBITRATION:** Should any dispute arise between the parties on any matter arising out of this Agreement it shall be referred to a single arbitrator. If the parties fail to agree on the section of the arbitrator, each party shall forthwith appoint his own arbitrator and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by a Judge of the Supreme Court or of a Superior Court of the Province in which the Supplier is domiciled on application or either party.

**17. NOTICE:** Any notice to be given by one party hereto to the other shall be in writing and mailed by prepaid registered post to the other party at the address shown in this Agreement, and such notice shall be deemed to have been received by the addressee on the juridical day next following that on which same has been so mailed.

**18. LIENS:** The Customer shall not at any time suffer of permit any charge or lien, whether possessively or otherwise, to exist against the equipment, and shall keep the equipment free of all taxes (including Municipal Taxes whether assessed in the name of the Supplier or Customer) liens and encumbrances. If the Customer fails after demand of the Supplier, to pay off any such lien charge or encumbrance, the Supplier may pay the same and recover the amount of any such payment, with interest at 18% per annum from the Customer on demand.

**19.** If the customer is a corporation it agrees that the Limitation of Civil Rights Act of the Province of Saskatchewan and Sections 14, 14A, 14B, and 14C of The Conditional Sales Act of the Province of British Columbia and Section 19 of The Conditional Sales Act of the Province of Alberta shall have no application whatsoever to this agreement and all protection extended thereby is hereby waived.

**20. TAX POSITION:** The Supplier makes no representation to the Customer as to the manner in which rents paid under this Agreement will be treated in calculating the Customer's Income Tax.

The Supplier and Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained. IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

Supplier: Amaco Construction Equipment Inc.

Witness: \_\_\_\_\_

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

Customer: \_\_\_\_\_

Witness: \_\_\_\_\_

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