



Avensys Solutions

RENTAL AGREEMENT

Terms and Conditions

1. Avensys Solutions hereby agrees to rent personal property (the “equipment”) to customer named on the face of the Rental Agreement. The terms and conditions of the agreement shall apply to all equipment rented by Avensys Solutions to the customer, now or in the future. Such equipment shall remain the sole and exclusive property of Avensys Solutions. Customer shall have no right, title or interest therein except as expressly set forth herein.

2. Rental Period. Equipment may be available for daily, weekly or monthly rental periods. The rental period on the equipment commences when the equipment leaves Avensys Solutions. Rental charges commence either; when the customer receives the equipment, or a later date previously determined through discussion between customer and Avensys Solutions. Rental charges stop when Avensys Solutions receives the equipment back.

3. Delivery and return. All equipment is provided FOB shipping point. Shipping will be made as specified by the customer and at customers expense. Unless customer notifies Avensys Solutions to the contrary within the next working day after receipt of the equipment, it shall be conclusively deemed that the equipment was delivered to the customer in good operating condition. Equipment shall be returned to Avensys Solutions prepaid, insured shipment at the end of the rental period. Customer shall return equipment to Avensys Solutions in good operating condition, normal wear and tear expected, and customer shall clean and decontaminate all equipment in accordance with all established requirements for customer’s jobsite or project.

Avensys Solutions will inspect equipment upon return. In the event that any item of equipment is missing, damaged due to neglect, misuse, modification, shipping, accident or returned not in good operating condition, the customer will be bear all responsibility for replacement costs (purchase value of goods) and/or any incurred repairs costs.

4. Timely return. During the rental period, you may be able to extend the term of the rental agreement. Please inquire in writing at least two days prior to the expiration of the rental term defined in this agreement or the most recent extension.

5. Renewal. If the equipment is not returned to Avensys Solutions before the expiration of the original term of the rental agreement or the expiration of any renewal terms, rental charges for the additional time period beyond the original or renewal term of the rental agreement shall be due to Avensys Solutions. Rental charges for fractional periods shall be prorated on a daily basis.

6. Payment Terms. All invoices are due net 30 days from invoice date subject to credit approval. Customers with past due amounts will be subject to a 2% per month carrying charge. If a customer’s account is in arrears Avensys Solutions reserves the right to terminate this Agreement, take immediate possession of the equipment and recover from the customer all amounts due hereunder, together with Avensys Solutions costs, including reasonable legal fees and costs. Customers that pay by credit cards will be charged once the equipment has been returned or every 28 days.

7. Ownership/use. The equipment shall remain the property of Avensys Solutions and is provided to the customer solely on a rental basis without any option to purchase unless such option is granted prior to the commencement of the rental period and explicitly set forth therein. Customer shall use the equipment only at the equipment location, and shall not remove, rent, transfer, assign, sublet, sell, alter, modify or encumber any item of the equipment without Avensys Solutions prior written consent.

8. Safekeeping. Customer is responsible for the safekeeping of all Avensys Solutions equipment and the complete decontamination and cleaning before its return to Avensys Solutions. If it is determined that a

equipment has not been properly decontaminated, all additional costs to assure its proper decontamination will be the responsibility of the customer along with all damages due to theft, loss or abuse. Rental charges will continue until Avensys Solutions receives a replacement unit or until the proper decontamination process is completed.

9. Maintenance. You at your cost shall keep equipment in good working order and be responsible for the maintenance and repair of the equipment during the term of this rental agreement. You shall not repair or perform substantial maintenance on the equipment without prior written consent and direction of Avensys Solutions. “Substantial maintenance” shall mean any maintenance beyond that set forth in the manufacturers written instructions and specifications for the use of the equipment.

10. Service. In the event the equipment does not operate properly, customers shall notify Avensys Solutions and request instructions before taking any remedial action or before returning it to Avensys Solutions. In the event that any item of equipment requires repair as a result of accident or customers unauthorized tampering, repair, negligence or misuse of such items, customers shall bear the entire cost of repairs, including any shipping costs.

11. Acceptance, Limitation or Liability, Disclaimer, Assignment of Warranties. Customer represents and agrees that the equipment is of a size, design, capacity, and manufacture selected by the customer and has unconditionally accepted each item of equipment. Avensys Solutions shall not be liable for any liability, loss or damage caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein by any incident whatsoever in connection therewith unless such damage or loss is directly caused by Avensys Solutions intentional acts. Avensys Solutions neither makes nor shall be deemed to have made, and customer hereby waives, any warranty or representation, either express or implied, without limitation, any warranty or representation as to the design, quality or condition of the equipment or any warranty or merchantability or fitness of the equipment for any particular purpose or as to any other matter relating to the equipment or any part thereof on the basis of its own judgment and expressly disclaims reliance upon any statements, representations or warranties made by Avensys Solutions and customer acknowledges that Avensys Solutions is not a manufacturer of the equipment.

12. Indemnification of Avensys Solutions. Customer shall indemnify, hold harmless and defend Avensys Solutions from any and all claims, actions and damages, including legal fees and costs arising out of the equipment and its use, rental, possession, operation, condition, purchase, and return, including without limitation any such claims arising out of the theory of strict liability in tort, which obligations shall survive termination of this Agreement.

13. Entire Agreement. The terms set forth herein constitute the entire agreement, Avensys Solutions and customers with respect to the equipment, and shall not be amended except in writing signed by both parties.

COMPANY: _____
CONTACT: _____
EMAIL: _____
PHONE: _____

ADDRESS: _____
CITY: _____
PROV: _____
POSTAL: _____

SIGNATURE: _____ **DATE:** _____

Customers may opt for hand written or electronic signature. Either will be accepted.