



Equipment Rental Agreement

IR Supplies and Services
780-452-4761 | IRSS.ca

Equipment Rent Agreement This Equipment Rental Agreement (the “Agreement”) is made and entered on this day of _____, by and between Industrial Radiography Supplies and Services Inc. (“Company”) _____ (“Renter”) and (collectively referred to as the “Parties”).

The Parties agree as follows:

1. **EQUIPMENT:** Company hereby Rents to Renter the following equipment:

(the “Equipment”)

2. **RENTAL TERM:** The Rental will start on _____ (begin date) and will end on _____ (end date) (Rental Term).

3. **LEASE PAYMENTS:** Lessee agrees to pay to Company as rent for the Equipment the amount of \$_____ (“Rent”) each month in advance on the first day of each month or at any other address designated by Company. If the Rental Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

_____ (additional terms of rent payment)



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EXPOSURE DEVICE RENTALS:

1. Rentals of less than 5 months duration are subject to a service fee equal to the cost of maintenance and parts required to relet the equipment as set by Company from time to time.
2. At the option of the Renter, Exposure Device and Control Rentals (Exposure device Units) may be exchanged during scheduled maintenance subject to exchange availability.
3. Damaged or malfunctioning equipment may be replaced or repaired at the Companies discretion.
4. Source returns in exposure devices for any reason subject to this agreement and its termination, become the sole property of the company unless otherwise agreed to in writing at the time of return of the equipment.
5. Exposure Devices and controls will be rented as one complete unit and will remain together unless agreed upon in writing by the Company. All exposure Device units will be subject to maintenance at each source change. Maintenance must be performed by a Company technician.
6. Maintenances included with this rental agreement will be free of charge except for parts replaced because of misuse, abuse, or damage incurred beyond normal wear and tear.
7. Accessory equipment used with Exposure Device units must be manufacture specific or Company approved. Any deviation will cause this rental agreement to be terminated.
8. The Renter agrees to allow only individuals who are trained and authorized to operate and handle Exposures Devise units and notify immediately Company if Renter's licensing conditions change in any way including but not limited to, amendments, renewals, suspensions, orders, or



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revocations. The renter also agrees to immediately inform the Company if the Exposure Device unit is in an accident or incident of any kind.

4. **LATE CHARGES:** If any amount under this Agreement is more than 30 days late, Lessee agrees to pay a late fee of 2% charged monthly.

5. **SECURITY DEPOSIT:** Prior to taking possession of the Equipment, Renter shall deposit with Company, in trust, a security deposit of \$_____ as security for the performance by Rental equipment of the terms under this Agreement and for any damages caused by Renter or Renter's agents to the Equipment during the rental Term. Renter may use part or all of the security deposit to repair any damage to Equipment caused by Renter or Renter's agents at the time of return. However, Renter is not just limited to the security deposit amount and Renter remains liable for any balance. Renter shall not apply or deduct any portion of any security deposit from the last or any month's rent. Renter shall not use or apply any such security deposit at any time in lieu of payment of rent. If Lessee breaches any terms or conditions of this Agreement, Renter shall forfeit any deposit, as permitted by law.

6. **DELIVERY:** Renter shall be responsible for all expenses and costs: i) at the beginning of the Rental Term, for shipping the Equipment to Renter's premises and ii) at the end of the Rental Term, for shipping the Equipment back to Companies' premises.

7. **DEFAULTS:** If Renter fails to perform or fulfill any obligation under this 3 Agreement, Renter shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Renter shall have seven (7) days from the date of notice of default by Company to cure the default. In the event Renter does not cure a default, Company may at Companies option (a) cure such default and the cost of such action may be added to Renters financial obligations under this Agreement. If Renter shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Renter under the Bankruptcy Act or similar federal or provincial statute, Company may immediately declare Renter in default of this Agreement. In the event of default, Company may, as permitted by law, re-take possession of the Equipment. Company may, at its option, hold Renter liable for any difference between



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the Rent that would have been payable under this agreement during the balance of the unexpired term and any rent paid by any successive renter if the Equipment is relet minus the cost and expenses of such re-letting. In the event Company is unable to re-let the Equipment during any remaining term of this Agreement, after default by Renter, Company may at its option hold Renter liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force.

8. POSSESSION AND SURRENDER OF EQUIPMENT: Renter shall be entitled to possession of the Equipment on the first day of the Rental Term. At the expiration of the Rental Term, Renter shall surrender the Equipment to Company by delivering the Equipment to Company or Companies agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

9. USE OF EQUIPMENT: Renter shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance and handling of and storage of the Equipment.

10. CONDITION OF EQUIPMENT AND REPAIR: Renters or Renters agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

11. MAINTENANCE, DAMAGE AND LOSS: Renter will, at Renter's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Rental Term. In the event the Equipment is lost or damaged beyond repair, Renter shall pay to company the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Rental Term.

12. INSURANCE: Renter shall be responsible to maintain insurance on the Equipment with losses payable to Company against fire, theft, collision, and other such risks as are appropriate and specified by Company. Upon request by Company, Renter shall provide proof of such insurance.



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13. **ENCUMBRANCES, TAXES AND OTHER LAWS:** Renter shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Companies title or rights may be negatively affected. Renter shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Renter shall promptly pay all taxes, fees, licenses and 4 governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

14. **COMPANIES REPRESENTATIONS:** Company represents and warrants that he/she has the right to Rent the Equipment as provided in this Agreement and that Renter shall be entitled to quietly hold and possess the Equipment, and Company will not interfere with that right as long as Renter pays the Rent in a timely manner and performs all other obligations under this Agreement.

15. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of Company.

16. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. **ASSIGNMENT:** Neither this Agreement nor Renters rights hereunder are assignable except with Companies prior, written consent.

18. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.



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20. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Company: _____

Renter: _____

Either party may change such addresses from time to time by providing notice as set forth above.

21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Renter and Company.

22. **CUMULATIVE RIGHTS:** Renters and Company rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

23. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Company does not waive Companies right to enforce any provisions of this Agreement.

24. **INDEMNIFICATION:** Except for damages, claims or losses due to Companies acts or negligence, Renter, to the extent permitted by law, will indemnify and hold Company and Companies property, free and harmless from any liability for losses, claims, injury to or death of any person, including Renter, or for damage to property arising from Renter using and possessing the Equipment or from the acts or omissions of any person or persons, including Renter, using or possessing the Equipment with companies express or implied consent.



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25. ADDITIONAL TERMS & CONDITIONS

(Specify "none" if there are no additional provisions)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Company: _____

(Name)

(Position, if applicable)

Renter: _____

(Name)

(Position, if applicable)

Sales Order # _____

Equipment Received by: _____

Client Signature _____ Date _____

Returned by: _____ Date _____

Received by (IR): _____ Date _____

☐ Sales order Deleted

Remove Lease Agreement from file and file it with returned Good Credit memo